U.S.$500,000,000

YPF Sociedad Anónima

(incorporated in the Republic of Argentina)
Legal Entity Identifier (LEI): 5493003N7447U18U5U53

8.500% Senior Notes due 2029

We are offering U.S.$500,000,000 aggregate principal amount of our 8.500% senior notes due 2029 (the "notes"). The notes will mature on June 27, 2029. Interest on the notes offered hereby will accrue from June 27, 2019 and will be payable semi-annually in arrears on June 27 and December 27 of each year, beginning on December 27, 2019.

On and after March 27, 2029, we may at our option, redeem the notes, in whole, or in part, at a price equal to 100% of the principal amount plus accrued and unpaid interest, if any, to the date of redemption. At any time prior to March 27, 2029, we may at our option, redeem the notes, in whole, or in part, at a price equal to 100% of the principal amount plus accrued and unpaid interest, if any, to the date of redemption, plus the Applicable Redemption Premium (as defined below). If we undergo a change of control, we may be required to make an offer to purchase the notes. In the event of certain developments affecting taxation, we may redeem all, but not less than all, of the notes.

The notes offered hereby (i) will rank equally with all of the existing and future unsecured and unsubordinated indebtedness of YPF Sociedad Anónima and (ii) will be effectively junior to all existing and future secured indebtedness of YPF Sociedad Anónima to the extent of the assets securing that indebtedness.

Investing in the notes involves risks. See "Risk Factors" beginning on page 23.

Issue Price:98.356% plus accrued interest, if any, from June 27, 2019.

The notes have not been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or under any state securities laws and are being offered only: (1) to qualified institutional buyers under Rule 144A under the Securities Act ("Rule 144A") and (2) outside the United States in compliance with Regulation S under the Securities Act ("Regulation S"). Prospective purchasers that are qualified institutional buyers are hereby notified that the sellers of the notes may be relying on the exemption from the provisions of section 5 of the Securities Act provided by Rule 144A. For a description of certain restrictions on transfer, see "Transfer Restrictions."

MIFID II product governance/Professional investors and ECPs only target market – Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Securities has led to the conclusion that: (i) the target market for the Securities is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as may be amended or replaced from time to time, "MiFID II"); and (ii) all channels for distribution of the Securities to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Securities (a "distributor") should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS: The Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2002/92/EC, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive (as defined below). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as may be amended or replaced from time to time, the "PRIIPs Regulation") for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation. Notwithstanding the above, if the Issuer subsequently prepares and publishes a key information document under the PRIIPs Regulation in respect of the Securities, then the prohibition on the offering, sale or otherwise making available the Securities to a retail investor as described above shall no longer apply..

The notes will constitute *obligaciones negociables simples no convertibles en acciones* under the Argentine Negotiable Obligations Law No. 23,576, as amended by Argentine Law No. 23,962 (the "Negotiable Obligations Law"), will rank *pari passu* in right of payment with all of our unsecured and unsubordinated indebtedness, except as otherwise provided by law, will be issued and placed in accordance with such law, Capital Markets' Law No. 26,831 (the "Argentine Capital Markets Law"), Decree No. 1023/2013 implementing the Argentine Capital Markets Law, as amended and supplemented the General Resolution No. 622/2013, as amended and supplemented (the "CNV Rules"), issued by the Argentine Securities Commission (the *Comisión Nacional de Valores*, or "CNV") and any other applicable law and/or regulation, and will be entitled to the benefits set forth therein and subject to the procedural requirements established therein and in Law No. 26,831 and the applicable resolutions of the CNV.

The notes will be offered in Argentina by means of an Argentine pricing supplement in the Spanish language, in accordance with CNV Rules containing substantially the same information as this offering memorandum, other than with respect to the description of U.S. securities and tax laws that are relevant to the notes, but in a different format, under the Frequent Issuer Regime No. 4 approved by the CNV through the RESFC-2018-19961-APN-DIR#CNV dated December 28, 2018, and Disposition from the CNV DI-2019-30-APN-GE#CNV dated April 19, 2019, in an aggregate principal amount at any time outstanding not to exceed U.S.$1,000,000,000 or the equivalent amount in other currencies (the "Frequent Issuer Regime"). The CNV authorization means only that the information requirements of the CNV have been satisfied. The CNV has not rendered any opinion in respect of the accuracy of the information contained in the Argentine pricing supplement or this offering memorandum.

The public offer of the notes described in this Offering Memorandum is included in the authorization granted by the CNV to the Company to act under the Frequent Issuer Regime, in accordance with Section VIII, Chapter V, Title II of the Rules of the CNV. Neither the Offering Memorandum nor the Argentine pricing supplement have been previously reviewed or approved by the CNV.

There is currently no public market for the notes. We have applied to have the notes listed on the Official List of the Luxembourg Stock Exchange and admitted for trading on the Euro MTF Market of such exchange. We have applied to have the notes listed on the Mercado Abierto Electrónico) (the "MAE").

The initial purchasers expect to deliver the notes offered hereby to purchasers in book-entry form through the facilities of The Depository Trust Company ("DTC") and its direct and indirect participants, including the Euroclear System ("Euroclear") and Clearstream Banking *société anonyme* ("Clearstream") on or about June 27, 2019.

This offering memorandum constitutes a prospectus for purposes of Part IV of the Luxembourg law on prospectus for securities dated July 16, 2019.

Joint Book-Runners and Joint Lead Managers

Citigroup **HSBC** **Itaú BBA**

The date of this offering memorandum is 14 August 2019.

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We have not, and the initial purchasers have not, authorized anyone to provide you with any other information, and we and the initial purchasers take no responsibility for any other information that anyone else may provide you. We are not, and the initial purchasers are not, making an offer of these securities in any jurisdiction where the offer is not permitted. You should not assume that the information contained, or incorporated by reference, in this offering memorandum is accurate as of any date other than the date of this offering memorandum.

In this offering memorandum, we use the terms "YPF," the "Company," "we," "our" and "us" to refer to YPF Sociedad Anónima and its controlled companies; "YPF Sociedad Anónima" and "YPF S.A." refer to YPF Sociedad Anónima alone.

This offering memorandum has been prepared by us solely for use in connection with the proposed offering of the notes. We reserve the right to reject any offer to purchase, in whole or in part, for any reason, or to sell less than all of the notes offered by this offering memorandum. Citigroup Global Markets Inc., HSBC Securities (USA) Inc. and Itau BBA USA Securities, Inc. will act as initial purchasers with respect to the offering of the notes offered hereby. This offering memorandum does not constitute an offer to any other person or to the public in general to subscribe for or otherwise acquire the notes.

You must (1) comply with all applicable laws and regulations in force in any jurisdiction in connection with the possession or distribution of this offering memorandum and the purchase, offer or sale of the notes, and (2) obtain any required consent, approval or permission for the purchase, offer or sale by you of the notes under the laws and regulations applicable to you in force in any jurisdiction to which you are subject or in which you make such purchases, offers or sales, and neither we nor the initial purchasers nor their agents have any responsibility therefor. See "Transfer Restrictions" for information concerning some of the transfer restrictions applicable to the notes.

You acknowledge that:

- you have been afforded an opportunity to request from us, and to review, all additional information considered by you to be necessary to verify the accuracy of, or to supplement, the information contained, or incorporated by reference, in this offering memorandum;
- you have not relied on the initial purchasers or their agents or any person affiliated with the initial purchasers or their agents in connection with your investigation of the accuracy of such information or your investment decision; and
- no person has been authorized to give any information or to make any representation concerning us or the notes other than those as set forth, or incorporated by reference, in this offering memorandum. If given or made, any such other information or representation should not be relied upon as having been authorized by us, the initial purchasers or their agents.

In making an investment decision, you must rely on your own examination of our business and the terms of this offering, including the merits and risks involved. The notes have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not confirmed the accuracy or determined the adequacy of this offering memorandum. Any representation to the contrary is a criminal offense.

The public offer of the notes described in this Offering Memorandum is included in the authorization granted by the CNV to the Company to act under the Frequent Issuer Regime, in accordance with Section VIII, Chapter V, Title II of the Rules of the CNV. Neither the Offering Memorandum nor the Argentine pricing supplement have been previously reviewed or approved by the CNV.

This offering memorandum may only be used for the purpose for which it has been published. The initial purchasers are not making any representation or warranty as to the accuracy or completeness of the information contained, or incorporated by reference, in this offering memorandum, and nothing contained, or incorporated by reference, in this offering memorandum is, or shall be relied upon as, a promise or representation, whether as to the past or the future. The initial purchasers have not independently verified any of such information and assume no responsibility for the accuracy or completeness of the information contained, or incorporated by reference, in this offering memorandum.

See "Risk Factors" for a description of certain factors relating to an investment in the notes, including information about our business. None of us, the initial purchasers or any of our or their representatives is making any representation to you regarding the legality of an investment by you under applicable legal investment or similar laws. You should consult with your own advisors as to legal, tax, business, financial and related aspects of a purchase of the notes.

This offering memorandum relates to our U.S.$500,000,000 8.500% Senior Notes due 2029, Series 1, which are a series of notes to be issued under the Frequent Issuer Regime.

Our Board of Directors approved our application for Frequent Issuer status by resolutions adopted at its meetings held on June 29, 2018, and March 7, 2019.

The issuance of the notes and the subdelegation of powers for certain of the Company's officers was approved by our Board of Directors at a meeting held on April 5, 2019.

The public offer of the notes described in this Offering Memorandum is included in the authorization granted by the CNV to the Company to act under the Frequent Issuer Regime, in accordance with Section VIII, Chapter V, Title II of the Rules of the CNV. Neither the Offering Memorandum nor the Argentine pricing supplement have been previously reviewed or approved by the CNV. We are responsible for the information contained in this prospectus. The information in this prospectus is based on information provided by us and other sources we believe to be reliable and is, to the best of our knowledge, in accordance with the facts and contains no omission likely to affect its import.

We are a stock corporation (*sociedad anónima*) incorporated under the laws of Argentina and the liability of our shareholders is limited to their subscribed and paid-in capital under Argentine General Corporations Law No. 19,550, as amended (the "Argentine Corporations Law"). Prospective purchasers acknowledge and agree that neither our shareholders, nor our affiliates or subsidiaries, will be liable for any obligation under the notes.

We have not, and the initial purchasers have not, authorized anyone to provide you with any other information, and we and the initial purchasers take no responsibility for any other information that anyone else may provide you. We are not, and the initial purchasers are not, making an offer of these securities in any jurisdiction where the offer is not permitted. You should not assume that the information contained in this offering memorandum is accurate as of any date other than the date hereof.

In making your decision whether to invest in the notes, you must rely on your own examination of us and the terms of the offering, including the merits and risks involved. You should not construe the contents of this offering memorandum as legal, business, financial or tax advice. You should consult your own advisors as needed to make your investment decision and to determine whether you are legally permitted to purchase the securities under applicable legal investment or similar laws or regulations. You should be aware that you may be required to bear the financial risks of an investment in the notes for an indefinite period of time.

The notes will constitute *obligaciones negociables simples no convertibles en acciones* under the Argentine Negotiable Obligations Law No. 23,576, as amended by Argentine Law No. 23,962 (the "Negotiable Obligations Law"), will be entitled to the benefits set forth therein and subject to the procedural requirements established therein and in Law No. 26,831 and the applicable CNV resolutions.

The offer of the notes shall be conducted by means of an offering that qualifies as a public offering under Argentine law and the regulations of the CNV. In order to comply with those regulations, the placement of the notes in Argentina will be done through a book-building process, in accordance with applicable CNV rules. See "Plan of Distribution–Argentina–Book-Building."

The initial purchasers make no representation or warranty, express or implied, as to the accuracy or completeness of the information contained in this offering memorandum. Nothing contained in this offering memorandum is, or shall be relied upon as, a promise or representation by the initial purchasers as to the past or future. The initial purchasers assume no responsibility for the accuracy or completeness of any such information.

The initial purchasers participating in this offering may engage in transactions that stabilize, maintain or otherwise affect the price of the notes, including over-allotment, stabilizing and short-covering transactions in the notes, and the imposition of a penalty bid during and after this offering of the notes. Such stabilization, if commenced, may be discontinued at any time. For a description of these activities, see "Plan of Distribution."

Any and all website addresses included in this offering memorandum are included as textual references only, and the information contained in such websites (or accessed through them) is not incorporated into this offering memorandum, shall not be regarded as part of such offering memorandum and do not constitute investment materials.

The notes offered hereby will be available initially only in book-entry form in minimum denominations of U.S.$10,000 and integral multiples of U.S.$1,000 in excess thereof. We expect that the notes offered hereby will be issued in the form of one or more registered global notes. The global notes will be deposited with, or on behalf of, DTC and registered in its name or in the name of Cede & Co., its nominee. Beneficial interests in the global notes will be shown on, and transfers of beneficial interests in the global notes will be effected through, records maintained by DTC and its participants. The global notes offered under Regulation S under the Securities Act, if any, to be deposited with the trustee as custodian for DTC, and beneficial interests in them may be held through the Euroclear or Clearstream. After the initial issuance of the global notes, certificated notes may be issued in registered form only in very limited circumstances. There will be a minimum subscription amount of U.S.$150,000 for the initial distribution. See "Book-Entry, Delivery and Form" for further discussion of these matters.

General

We have appointed Cogency Global Inc. as agent to receive service of process under the indenture governing the notes.

Additional Information

While any notes remain outstanding, we will make available, upon request, to any holder and any prospective purchaser of notes the information required pursuant to Rule 144(A)(d)(4)(i) under the Securities Act, during any period in which we are not subject to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

ENFORCEMENT OF JUDGMENTS

We are incorporated under the laws of Argentina. Substantially all of our assets are located outside the United States. The majority of our directors and officers and certain advisors named herein reside in Argentina or elsewhere outside the United States. As a result, it may not be possible for investors to effect service of process within the United States upon us or such persons or to enforce against us or them in United States courts judgments predicated upon the civil liability provisions of the federal securities laws of the United States.

We have been advised by our Argentine counsel, Estudio O'Farrell, that a substantial portion of our assets located in Argentina could not be subject to attachment or foreclosure if a court were to find that such properties are necessary to the provision of an essential public service, unless the Argentine government otherwise approves the release of such property affected as an essential public service. In accordance with Argentine law, as interpreted by the Argentine courts, assets which are necessary to the provision of an essential public service may not be attached, whether preliminarily or in aid of execution.

Our Argentine counsel has also advised us that judgments of United States courts for civil liabilities based upon the federal securities laws of the United States may be enforced in Argentina, provided that the requirements of Article 517 of the Federal Civil and Commercial Procedure Code of Argentina (if enforcement is sought before federal courts) are met as follows: (i) the judgment, which must be final in the jurisdiction where rendered, was issued by a court competent in accordance with the Argentine principles regarding international jurisdiction and resulted from a personal action, or an *in rem* action with respect to personal property if such was transferred to Argentine territory during or after the prosecution of the foreign action, (ii) the defendant against whom enforcement of the judgment is sought was personally served with the summons and, in accordance with due process of law, was given an opportunity to defend against foreign action, (iii) the judgment must be valid in the jurisdiction where rendered and meet authenticity requirements under Argentine law, (iv) the judgment does not violate the principles of public policy of Argentine law, and (v) the judgment is not contrary to a prior or simultaneous judgment of an Argentine court.

Subject to compliance with Article 517 of the Federal Civil and Commercial Procedure Code described above, a judgment against us or the persons described above obtained outside Argentina would be enforceable in Argentina without reconsideration of the merits.

We have been further advised by our Argentine counsel that:

- original actions based on the federal securities laws of the United States may be brought in Argentine courts and that, subject to applicable law, Argentine courts may enforce liabilities in such actions against us, our directors, our executive officers and the advisors named in this offering memorandum; and

- the ability of a judgment creditor or the other persons named above to satisfy a judgment by attaching certain assets of ours is limited by provisions of Argentine law.

A plaintiff (whether Argentine or non-Argentine) residing outside Argentina during the course of litigation in Argentina must provide a bond to guarantee court costs and legal fees if the plaintiff owns no real property in Argentina that could secure such payment. The bond must have a value sufficient to satisfy the payment of court fees and defendant's attorney fees, as determined by the Argentine judge. This requirement does not apply to the enforcement of foreign judgments.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This offering memorandum, including any documents incorporated by reference, contains statements that we believe constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements may include statements regarding the intent, belief or current expectations of us and our management, including statements with respect to trends affecting our financial condition, financial ratios, results of operations, business, strategy, geographic concentration, reserves, future hydrocarbon production volumes and the Company's ability to satisfy its long-term sales commitments from future supplies available to the Company, dates or periods in which production is scheduled or expected to come onstream, as well as our plans with respect to capital expenditures, business strategy, geographic concentration, cost savings, investments and dividends payout policies. These statements are not a guarantee of future performance and are subject to material risks, uncertainties, changes and other factors which may be beyond our control or may be difficult to predict. Accordingly, our future financial condition, prices, financial ratios, results of operations, business, strategy, geographic concentration, production volumes, reserves, capital expenditures, cost savings, investments and dividend policies could differ materially from those expressed or implied in any such forward-looking statements. Such factors include, but are not limited to, currency fluctuations, the price of petroleum products, the ability to realize cost reductions and operating efficiencies without unduly disrupting business operations, replacement of hydrocarbon reserves, environmental, regulatory and legal considerations and general economic and business conditions in Argentina, as well as those factors, those described in "Item 3. Key Information—Risk Factors" and "Item 5 of our 2018 20-F. Operating and Financial Review and Prospects" in our 2018 20-F. We do not, and the initial purchasers do not, undertake to publicly update or revise these forward-looking statements even if experience or future changes make it clear that the projected results or condition expressed or implied therein will not be realized.

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

All references to "U.S. dollars," "dollars," "U.S.$" or "$" are to the U.S. dollar.

General

The Company prepares its financial books and records and publishes its financial statements in Argentine pesos. Unless otherwise specified, references to "$," "U.S.$" and "dollars" are to U.S. dollars, and references to "Ps.", "pesos" are to Argentine pesos. Solely for the convenience of the reader, peso amounts set forth in this document have been translated into U.S. dollars at the exchange rates specified herein. The exchange rate published by the Argentine Central Bank (*Banco Central de la República Argentina*) ("BCRA" or the "Central Bank") on June 18, 2019 was Ps. 43.66 to U.S.$1.00. The U.S. dollar equivalent information should not be construed to imply that the peso amounts represent, or could have been or could be converted into U.S. dollars at such rates or any other rate. See "Annual Report on Form 20-F for the year ended December 31, 2018—Item 3. Key Information—Exchange Rates" of our 2018 20-F for additional information.

Our annual report on Form 20-F for the year ended December 31, 2018 furnished to the Securities and Exchange Commission (the "SEC") on April 4, 2019 (the "2018 20-F") includes our audited consolidated statement of financial position as of December 31, 2018, 2017 and 2016, audited consolidated statements of comprehensive income for the years ended December 31, 2018, 2017 and 2016, YPF's audited consolidated statements of cash flows for the years ended December 31, 2018, 2017 and 2016, audited consolidated statements of changes in shareholders' equity for the years ended December 31, 2018, 2017 and 2016, and notes 1 to 34 (the "Audited Consolidated Financial Statements"). Our Form 6-K furnished to the SEC on May 17, 2019 (the "Q1 2019 6-K"), which attached our unaudited condensed interim consolidated financial statements (the "Unaudited Condensed Interim Consolidated Financial Statements"). Both such documents are incorporated by reference in this offering memorandum.

Our Audited Consolidated Financial Statements and our Unaudited Condensed Interim Consolidated Financial Statements are prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB").

Additionally, on March 20, 2009, the Argentine Federation of Professional Councils in Economic Sciences ("FACPCE") approved the Technical Resolution No. 26 "Adoption of the International Financial Reporting Standards ("IFRS")" as issued by the IASB, subsequently modified by Technical Resolution No. 29 dated December 3, 2010. Such resolution was approved by the CNV through General Resolution No. 562/09 dated December 29, 2009 (modified by General Resolution No. 576/10 dated July 1, 2010), for certain publicly-traded entities under Law No. 26,831. Compliance with such rules was mandatory for the Company for the fiscal year which began on January 1, 2012, with a transition date of January 1, 2011.

Market Share and Other Information

Market data and certain industry forecast data used in this offering memorandum or incorporated by reference herein were obtained from internal reports and studies, where appropriate, as well as estimates, market research, publicly available information (including information available from the SEC, website) and industry publications. Industry publications generally state that the information they include has been obtained from sources believed to be reliable, but that the accuracy and completeness of such information is not guaranteed. Similarly, internal reports and studies, estimates and market research, which we believe to be reliable and accurately extracted by us for use in this offering memorandum, in our 2018 20-F and our Q1 2019 6-K, each of which is incorporated by reference herein, have not been independently verified. However, we believe such data is accurate and agree that we are responsible for the accurate extraction of such information from such sources and its correct reproduction in this offering memorandum, or in our 2018 20-F or our Q1 2019 6-K, each of which is incorporated by reference herein.

Rounding

Certain amounts which appear in this offering memorandum (including percentage amounts) have been subject to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be the arithmetic aggregation of the figures that precede them.

Anti-Money Laundering Regulations

Modifications to Argentine money laundering regulations have resulted in their application to increasing numbers and types of securities transactions.

The notion of money laundering is generally used to refer to transactions aimed at introducing funds derived from unlawful activities into the institutionalized system and therefore, transforming profits obtained from unlawful activities into assets having a presumed lawful origin.

Law No. 25,246 (as subsequently amended by Law No. 26,087, Law No. 26,119, Law No. 26,268 and Law No 26,683), Law No. 26,374 and Law No. 27,446) provides for an administrative criminal system and replaces several sections of the Argentine Criminal Code, incorporating, among other matters, the definition of money laundering as a type of crime committed whenever a person converts, transfers, manages, sells, charges, conceals or otherwise markets any asset derived from a criminal offense, with the possible consequence that the original assets or substitutes thereof appear to come from a lawful source, provided that the total value of the asset exceeds Ps. 300,000 regardless of whether such amount results from one act or a series of related acts. Law No. 26,683 considers money laundering to be an autonomous crime against the economic and financial order, separate from the crime of concealment, which is an offense against the public administration, which allows for sanctions for the autonomous crime of money laundering regardless of participation in the crime that originated the funds subject to such money laundering. With the enactment of Law No. 27,260 and Decree No. 895/2016, the Financial Information Unit (*Unidad de Información Financiera* or "UIF") was moved under the jurisdiction of the Ministry of Finance and Public Finance. Subsequently, in accordance with Decree No. 2/2017, the UIF acts under the jurisdiction of the Ministry of Finance.

According to Article 303 of the Argentine Criminal Code, money laundering (as defined above) shall be punished with three to ten years of imprisonment and a fine of two to ten times the amount of the transactions made. The penalty prescribed above shall be increased by one third of the maximum and one half of the minimum if: (a) the wrongdoer carries out the act on a regular basis or as a member of an association or gang organized with the purpose of continuously committing acts of a similar nature; or (b) if the primary wrongdoer is a public officer who committed the infringement in the exercise of his/her duties (in such a case, the wrongdoer shall also be punished by special disqualification for three to ten years, and the same penalty shall apply to a wrongdoer who commits the offense in the service of a profession or trade requiring special qualification). The individual who receives money or other assets derived from a criminal offense with the purpose of applying them to a money laundering transaction shall be punished with imprisonment from six months to three years. If the value of the assets is not over Ps. 300,000, the wrongdoer will be punished with imprisonment from six months to three years. The provisions in this section shall apply even when the criminal offense is committed outside the geographical jurisdiction of the Argentine Criminal Code, so long as the crime is also penalized in the jurisdiction where it was committed.

Article 277 of the Argentine Criminal Code sets forth that an imprisonment of between six months and three years shall be applied (with varying minimum terms attaching depending on the particular circumstances) to any person who helps a perpetrator avoid or be removed from prosecution, obscures or destroys evidence of a crime, acquires, receives, hides or alters money or other proceeds from a crime, does not report the commission of the crime or does not identify the perpetrator or participant in a crime with knowledge that such person would have been obliged to assist in the criminal prosecution of such crime and/or aids or abets the perpetrator or participant in making safe the proceeds of the crime. The minimum and maximum terms of punishment shall be doubled when: (a) the offense implies a particularly serious crime (for which minimum penalty is higher than three years of imprisonment); (b) the abettor acts for profit; (c) the abettor habitually commits concealment acts; or (d) the abettor is a public official.

At the end of 2011, with the enactment of Laws No. 26,733 and 26,734, new crimes were introduced into the Argentine Criminal Code to protect financial and stock market activities and to prevent the financing of terrorism. On the one hand, Law No. 26,733 established penalties of imprisonment, fines and special disqualification for anyone who: uses or supplies inside information to conduct securities transactions (Article 307); manipulates stock markets by offering or conducting securities transactions through false information, feigned negotiations or meeting of the main shareholders in order to negotiate at a certain price (Article 308); and carry out financial and stock market activities without corresponding authorization (Article 309). On the other hand, Law No. 26,734 incorporated into the Argentine Criminal Code Article 306, which punishes with imprisonment and fines those who directly or indirectly collect assets or money to be used to finance a crime or an individual or organization that threatens the population, or to force national or foreign authorities or an international organization to perform or refrain from performing a particular act. The penalties will apply regardless of whether the crime was committed, or the financing was used. Additionally, the penalties will apply if the crime, individual or organization that is intended to be financed is carried out or located outside of Argentina. Likewise, the UIF was empowered to freeze assets linked to the financing of terrorism through a reasoned decision and immediate communication to a competent judge.

Law No. 25,246 contemplates that a legal entity whose management collected or provided assets or money, whatever their value, knowing that such assets were to be used by a terrorist organization, may be subject to a fine between five to 20 times the value of such assets. Furthermore, whenever the management of the legal entity infringes the duty to treat the information submitted to the UIF as confidential, the legal entity shall be subject to a fine between Ps. 50,000 to Ps. 500,000. Additionally, such regulation created the UIF as an autonomous and financially self-sufficient entity within the jurisdiction of the Argentine Ministry of Justice and Human Rights, in charge of analyzing, treating and transmitting information in order to preclude and prevent money laundering. Pursuant to this legislation, the UIF is empowered to receive and request reports, documents, background and any other information deemed useful to fulfill its duties from any public entity, whether federal, provincial or municipal, and from individuals or public or private entities, all of which entities must furnish such information in accordance with Law No. 25,246. Whenever the information furnished, or analyses performed by the UIF show the existence of sufficient evidence to suspect that a money laundering or terrorist financing crime has been committed, the UIF shall transmit such evidence to the Government Attorney's Office so that it may start the relevant criminal action, and the UIF may appear as an accusing party to such proceedings. Moreover, Law No. 26,087 mandates that banking secrecy or professional privilege, or legal or contractual commitments, cannot be considered exceptions to the compliance with the obligation to submit information to the UIF in the context of an investigation of suspicious activity. The main goal of Law No. 25,246 is to prevent money laundering and the financing of terrorism. In line with internationally accepted practices, the duty to control such illegal transactions is not concentrated solely in Argentine federal governmental entities but also distributed among several private sector entities such as banks, brokers, brokerage firms and insurance companies. One of the mechanisms of the regime of preventing and combating these crimes consists of the obligation to inform the UIF imposed by Article 20 of the Prevention of Money Laundering Law to those parties listed that, due to their profession, activity or industry, hold a key position in the detection of suspicious money-laundering operations and/or terrorist financing transactions. Such duties mainly consist of data collection functions, such as: (i) gathering from clients, applicants or contributors any documentation sufficient to prove their identity, legal capacity, domicile and further data as necessary on a case by case basis; (ii) reporting any suspicious fact or transaction irrespective of its amount; and (iii) abstaining from disclosing to the client or third parties any procedures being followed pursuant to law. According to Law No. 25,246, a suspicious transaction shall mean any transaction that, in accordance with standard business practices and in the experience of the entities and individuals subject to reporting obligations, is regarded as unusual, unjustified from an economic or legal standpoint, or unnecessarily complex, whether it is a one-time transaction or a series of transactions.

In February 2016, the National Executive Branch issued Decree No. 360/2016, through which it creates, under the jurisdiction of the Ministry of Justice and Human Rights, and directly dependent on its leadership, the "National Coordination Program in the Fight against Money Laundering and Terrorist Financing," with the mission of reorganizing, coordinating and strengthening the national anti-money laundering system and against the financing of terrorism, attending to the specific risks that could impact national terrorism and effective global exigencies in compliance with international obligations and recommendations established by the United Nations Conventions and the standards of the Financial Action Task Force ("FATF"). By virtue of Article 6 of Decree No. 360/2016, the UIF will act as the coordinator in the material operation of the national, provincial and municipal order in the strict compliance of its duties as a financial information organization.

Resolution No. 30-E/2017 of the UIF ("Resolution 30"), which became effective in its totality in June 2018, abrogated Resolution No. 121/2011 and set forth new obligations that financial entities subject to Law No. 21,526 and exchange entities subject to Law No. 18,924, as amended (the "Resolution 30 Reporting Parties"), must observe in their capacity as reporting parties pursuant to article 20, paragraphs 1 and 2, of Law No. 25,246. Resolution 30 follows the International Standards on Combating Money Laundering and the Financing of Terrorism and Proliferation issued by the Financial Action Task Force in 2012, with the purpose of adopting a risk-based approach to ensure that measures to prevent or mitigate money laundering and terrorist financing are commensurate with the risks identified.

Among other duties and obligations, Resolution 30 provided that Resolution 30 Reporting Parties must: (i) develop and document the risk identification and assessment methodology they will implement in order to identify, evaluate, mitigate and monitor their ML/TF (as defined below) risks, and (ii) have adjusted their policies and procedures, as set forth in Resolution 30, and in accordance with the results of the risk self-assessment performed (which policies should be incorporated into the Resolution 30 Reporting Party's money laundering and financing of terrorism ("ML/FT") Prevention Manual (as defined below).

Resolution No. 229/2011 of the UIF, as amended by UIF Resolutions No. 52/2012, 140/2012, 104/2016, 141/2016 and 4/2017 ("Resolution 229"), is applicable to Stockbrokers and stockbrokerage firms, companies managing mutual funds, over-the-counter market agents, and all those intermediaries engaged in the purchase, lease or borrowing of securities trading in the field of stock exchanges with or without markets attached to them and intermediaries registered with futures and options markets, whichever their purpose may be ("Resolution 229 Reporting Parties", and together with the Resolution 30 Reporting Parties, the "Reporting Parties"). Resolution 30 and Resolution 229 regulate, among other matters, (i) the obligation to collect certain documentation from clients, (ii) the obligations and internal restrictions to be implemented for purposes of complying with their duty to report suspicious ML/TF operations and (iii) know your customer (KYC) policies (including the distinction between regular and occasional clients), information which must be requested from clients, documentation storage requirements and the procedures for purposes of detecting and reporting suspicious transactions.

Pursuant to Resolution 30 and Resolution 229, the Reporting Parties' main duties consist of: a) implementing a manual (the "Prevention Manual"), based on the Reporting Party's particular activities, setting forth the mechanisms and procedures to be used to prevent ML/TF; b) the designation of a compliance officer pursuant to article 20 bis of Law 25,246, as amended, and article 20 of Decree No. 290/07, as amended; c) the implementation of periodic audits; d) personnel training; e) elaborating and maintaining analysis records and risk management of detected unusual operations and operations reported because they were considered suspicious; f) implementation of technological tools to have efficient control systems and be able to prevent money laundering and terrorism financing; and g) implementation of measures that allow the Reporting Parties, respectively, to electronically consolidate the operations they perform with clients, as well as technological tools, which enable analyzing or monitoring different variables to identify certain behaviors and detect possible suspicious operations. The Reporting Parties must report to the UIF any suspicious transaction within 30 calendar days from the day a transaction is qualified as a suspicious transaction on money laundering grounds (and regardless of whether the action was completed or attempted) and any suspicious transaction on terrorism financing grounds of within 48 hours of its occurrence.

Resolution 30 defines (i) "unusual transactions" as those which lack economic and/or legal justification, whether attempted or performed in isolation or repeatedly, regardless of their amount, do not correspond to the client's risk or transactional profile, or that, due to their frequency, recurring nature, amount, complexity, nature and/or other particular characteristics, deviate from standard market practices, and (ii) "suspicious transactions" as those operations, whether attempted or performed, that cause a suspicion of ML/FT activities, or that have previously been identified as an unusual transaction, and after the analysis and evaluation carried out by the Reporting Party, cannot be justified. Resolution 229 defines (i) "unusual transactions" as those operations that are attempted or carried out in isolation or repeatedly, without economic and/or legal justification, and that do not relate to the risk or transactional profile of the client or deviate from standard market practices, due to their frequency, recurring nature, amount, complexity, nature and/or particular characteristics, and (ii) "suspicious transactions" as those operations that are attempted or carried out that cause a suspicion of ML/FT activities, or that have previously been identified as an "unusual transaction", and after the analysis and evaluation carried out by the Reporting Party,

they create a doubt about the authenticity, veracity or coherence of the documentation presented by the client, in relation to their activity. Pursuant to Resolution 30, financial entities have the duty to (i) implement an ML/FT prevention system (the "Prevention System"), which must contain all the policies, procedures and controls established for ML/FT risk management to which they are exposed, and the elements of compliance required by such resolution and (ii) constitute an anti-ML/FT prevention committee.

Furthermore, Resolution 30 modified compliance officers' duties and required entities to upload the following reports through the UIF website: (a) a report of cash transactions in excess of Ps. 200,000; (b) a report detailing international transfers from and to Argentine accounts; and (c) an annual systematic report.

Resolution No. 92/2016 of the UIF imposed on the reporting parties the obligation to implement a risk management system in accordance with the "voluntary and exceptional affidavit of holding of national currency, foreign currency and other assets in the country or abroad" established by Law No. 27,260, in order to report suspicious transactions performed by clients until March 31, 2017, derived from the tax amnesty regime.

In addition, the CNV rules, under Title XI of "Prevention of Money Laundering and Terrorist Financing," establish that brokers and brokerage firms, and companies managing common investment funds, agents of the over-the-counter market, intermediaries in the purchase or lease of securities affiliated with stock exchange entities with or without associated markets and intermediary agents registered on forwards or option markets, and individuals or legal entities acting as trustees, for any type of trust fund, and individuals or legal entities, owners of or related to, directly or indirectly, with trust accounts, trustees and grantors in the context of a trust agreement, shall comply with Law No. 25,246, the UIF's rulings and the CNV's regulations. Additionally, companies managing common investment funds, any person acting as placement agent or performing activities relating to the trading of common investment funds, any person acting as placement agent in any primary issuance of marketable securities, and any issuer with respect to capital contributions, irrevocable capital contributions for future issuances of stock or significant loans, must also comply with such regulations.

Such resolutions also contain certain requirements for the reception and delivery of checks and payments made between the individuals and entities listed above, as well as the prohibition of transactions relating to the public offering of securities, when they are consummated or ordered by individuals or companies domiciled or residing in domains, jurisdictions, territories or associated states not included in the list of Decree No. 589, as amended (regulating mainly the jurisdictions which are considered "cooperatives for fiscal transparency purposes").

Brokers and dealers must duly know their clients and apply policies and maintain adequate structures and systems in line with a policy against money laundering and terrorist financing. Also, interested investors undertake the obligation to submit any information and documents that may be required in order to comply with criminal regulations and other laws and regulation in connection with money laundering, including capital market regulations preventing money laundering issued by the UIF and similar regulations issued by the CNV.

According to the regulations related to the prevention of money laundering, the financing of terrorism and other illegal activities issued by the Central Bank, financial entities should take certain measures with respect to their clients, including, without limitation:

- observing the regulations governing the source of proceeds, the legislation applicable to these matters (laws and regulatory decrees) and the regulations of the UIF. This includes decrees issued by the National Executive Branch pursuant to decisions adopted by the Counter-Terrorism Committee of the United Nations Security Council and complying with the resolutions (and their respective annexes) issued by the Ministry of Foreign Affairs and Worship;

- absent supporting documentation or upon the existence of doubts and/or in case of detection of irregularities regarding correctness, accuracy, coherence or integrity of the documents provided by their clients, or upon detecting activities which deviate from the customer profile (as determined in accordance with existing regulations), requiring additional information and/or documentation, informing the client that it is legally bound to comply with such additional requests;

- under no circumstance can new clients begin operating with the financial entity until the entity has complied with any applicable regulations regarding the identification and knowledge of the client, and, if applicable, adopted any risk management measures in accordance with its internal policies and regulations;

- in the case of existing clients in respect of which identification and knowledge could not be complied with in accordance with the regulations in force, an analysis should be made with a risk-based approach, in order to assess the continuity of the relationship with the client. In September 2016, Communication "A" 6,060 of the BCRA came into force, which set forth that the criteria and procedures to be applied in this process must be described by the financial entities in their Prevention Manual. If it is appropriate to discontinue the relationship with a client, the procedures and deadlines established by the provisions of the Argentine Central Bank that are specific to the applicable product(s) must be observed. The reporting subjects must keep the written records of the procedures applied in each case where they discontinue the relationship with a client, for a period of 10 years;

- send a certified copy of the designation of the regular and alternate chief compliance officer, if any, to the UIF of the Central Bank, carried out in accordance with the conditions and within the terms established in the regulations issued by the UIF;

- keep a database with information corresponding to clients that perform individual operations for amounts equal to or greater than Ps. 240,000 (or its equivalent in other currencies) for certain concepts. The scope of this obligation will also include cases relating to customers who, in the opinion of the intervening entity, carry out related-party operations that do not reach the minimum threshold on an individual basis, but exceed or reach such amount in the aggregate. For such purpose, they are also required to store information corresponding to persons who conduct transactions which in the aggregate during any day are equal to or greater than Ps. 30,000 (or its equivalent in other currencies).

Failure to comply with the requirements established by the BCRA to access the local exchange market for transactions involving the purchase and sale of securities of all types constitute an infraction subject to the criminal exchange regime.

In addition, in November 2016, BCRA Communication “A” 6,094 established that the regulations of the prevention of money laundering, terrorist financing and other illegal activities issued by the Central Bank must also be complied with by the foreign representatives of the financial entities that are not authorized to operate in Argentina.

Through the enactment of Law No. 27,260 and its related regulations and Decree No. 895/2016, the UIF was granted the power to communicate information to other public entities with intelligence or investigation powers, provided that such powers can only be exercised following a well-founded resolution issued by the UIF’s president and solely in those case where there are serious, precise and concordant signs regarding the commission of any of the crimes set forth by Law No. 25,246. Any information provided by the UIF will be transferred along with the obligation to maintain secrecy pursuant to Article 22 of Law No. 25,246, and any unlawful disclosure of confidential information by any entity will be subject to certain penalties. The UIF will not exercise the authority referred to in cases related to voluntary and exceptional declarations made under Law No. 27,260.

On June 18, 2018, by means of Law No. 27,446, modifications to numerous sections of the Anti-Money Laundering Law were introduced, with the purpose of simplifying and streamlining judicial proceedings, adapting the regulations in force to the operative reality of the UIF and to adopt certain international standards in the field of information exchange.

For a more exhaustive analysis of the anti-money laundering regime applicable as of the date of this annual report, it is suggested that investors should consult with their legal advisors regarding the applicable regulations as Title XVIII, Book Two of the Argentine Criminal Code, and the regulations issued by the UIF, the CNV and the Central Bank regulations, which can be found on the website of the Ministry of Justice and Human Rights of Argentina, under the section Legislative Information (www.infoleg.gov.ar), and/or on the UIF’s website

(www.uif.gov.ar) and/or on the CNV's website (www.cnv.gov.ar) and/or the Central Bank's website (www.bcra.gov.ar).

Law No. 27,401 on Corporate Criminal Liability

On November 8, 2017, the Argentine Congress passed a law which created a criminal liability regime applicable to legal entities (regardless of their status as state-owned companies or not), which was further published in the Official Gazette of the Argentine Republic on December 1, 2017 (the "Corporate Criminal Liability Law"). In accordance with its terms, the Corporate Criminal Liability Law entered into force 90 days after its publication, in March 2018.

The Corporate Criminal Liability Law imposes sanctions to legal entities for crimes such as national and transnational bribery and influence peddling, the execution of transactions that are incompatible with public office, and illegal exaction committed by public officials, among others.

Legal entities are liable for those crimes where they intervene directly or indirectly and for those which are carried out in their name, interest or benefit. The legal entity is also liable if a third party performed any underlying offenses without capacity to act on behalf of the legal entity, if such legal entity then implicitly or explicitly ratified the third party's actions.

In the event of transformation, merger, absorption, spin-off or any other corporate restructuring, the legal entity's responsibility will be transferred to the resulting or absorbing legal entity.

The law also provides that the legal entity may be found guilty of the offense even if the individual involved could not be identified or judged, provided that the circumstances of the case make it possible to determine that the crime could not have been committed without the acquiescence of the legal entity's corporate bodies.

Legal entities are subject to penalties which range from fines, total or partial suspension of business activities of up to ten (10) years, suspension from participating in public bids or tenders for the execution of public works or services, dissolution and winding up of the legal entity under certain circumstances, and the loss or suspension of government benefits, among others.

Penalties are determined by the applicable judges who will contemplate the compliance of internal rules and procedures, the number and hierarchy of the officers, employees and collaborators involved, weaknesses or absence of internal surveillance, extent of damages caused, the amount of money involved and the willingness to reduce or repair the damage and recidivism.

The legal entity will be exempted from penalties and administrative liability provided that: a) it has self-reported the applicable offense, as set forth in the Corporate Criminal Liability Law; b) it has implemented adequate monitoring and supervision systems (Compliance Program) prior to the date of the offense being prosecuted, and c) it has restituted any undue benefits it obtained.

The Public Prosecutor's Office (*Ministerio Público Fiscal*) and the legal entity may enter into an effective collaboration agreement, whereby the latter undertakes to cooperate by disclosing data or information for the clarification of the facts, the identification of the participants and/or the recovery of the assets or profits derived from the crime, as well as to comply with the other conditions established by the Corporate Criminal Liability Law.

Legal entities are not required under the Corporate Criminal Liability Law to implement Compliance Programs with the exception of those entering into certain agreements with the Government. The Compliance Programs shall include a set of internal actions, mechanisms and procedures to promote integrity, supervision and control aimed at preventing, detecting and correcting irregularities and unlawful acts under this law.

SUMMARY

This summary highlights information contained elsewhere, or incorporated by reference, in this offering memorandum. This summary may not contain all the information that may be important to you, and we urge you to read this entire offering memorandum carefully, including the "Risk Factors" section included elsewhere in this offering memorandum, as well as our 2018 20-F for the fiscal year ended December 31, 2018, including our Audited Consolidated Financial Statements and notes thereto and our Q1 2019 6-K, including our Unaudited Condensed Interim Consolidated Financial Statements and notes thereto, both of which are incorporated by reference in this offering memorandum, before deciding to invest in the notes.

Our Business

Overview

We are Argentina's leading energy company, operating a fully integrated oil and gas chain with leading market positions across the domestic upstream, downstream and gas and power segments. Our upstream operations consist of the exploration, development and production of crude oil, natural gas and liquefied petroleum gas ("LPG"). Our downstream operations include the refining, marketing, transportation and distribution of oil and a wide range of petroleum products, petroleum derivatives, petrochemicals, LPG and bio-fuels. Additionally, we are active in the gas separation and natural gas distribution sectors both directly and through our investments in several affiliated companies and in power generation through YPF Energía Eléctrica S.A. ("YPF EE"), a company that we jointly control with GE EFS Power Investments B.V. ("GE"), a subsidiary of EFS Global Energy B.V. (both corporations indirectly controlled by GE Energy Financial Services, Inc.). See "Item 4. Information on the Company—Gas and Power—YPF in Power Generation" in our 2018 20-F. During the first quarter of 2019, we had a net production of 486.5 kboe/d, an adjusted EBITDA of Ps. 42,174 million, consolidated revenues of Ps. 130,907 million and consolidated net loss of Ps. (8,153) million.

Beginning in the 1920s and until 1990, both the upstream and downstream segments of the Argentine oil and gas industry were effectively monopolies of the Argentine government. During this period, we and our predecessors were owned by the state, which controlled the exploration and production of oil and natural gas, as well as the refining of crude oil and marketing of refined petroleum products. In August 1989, Argentina enacted laws aimed at the deregulation of the economy and the privatization of Argentina's state-owned companies, including us. Following the enactment of these laws, a series of presidential decrees were promulgated, which required, among other things, us to sell majority interests in our production rights to certain major producing areas and to undertake an internal management and operational restructuring program.

In November 1992, the Argentine government enacted the Privatization Law (Law No. 24,145), which established the procedures for our privatization. In accordance with the Privatization Law, in July 1993, we completed a worldwide offering of 160 million Class D shares that had previously been owned by the Argentine government. As a result of that offering and other transactions, the Argentine government's ownership interest in our capital stock was reduced from 100% to approximately 20% by the end of 1993.

In January 1999, Repsol YPF acquired 52,914,700 Class A shares (14.99% of our shares) which were converted to Class D shares. Additionally, on April 30, 1999, Repsol YPF announced a tender offer to purchase all outstanding Class A, B, C and D shares (the "Offer"). Pursuant to the Offer, in June 1999, Repsol YPF acquired an additional 82.47% of our outstanding capital stock. Repsol YPF acquired additional stakes in us from minority shareholders and other transactions in 1999 and 2000.

Repsol YPF owned approximately 99% of our capital stock from 2000 until 2008, when Petersen Energía ("PEISA") acquired 15% of our capital stock from Repsol YPF. On May 3, 2011, PEISA exercised an option to acquire, from Repsol YPF, shares or American Depositary Shares representing 10.0% of our capital stock, and on May 4, 2011, Repsol YPF acknowledged and accepted such exercise. See "—Legal and Regulatory Framework and Relationship with the Argentine Government—The Expropriation Law" and "Item 7. Major Shareholders and Related Party Transactions," for details of our current major shareholders in our 2018 20-F.

On May 3, 2012, the Argentine Congress passed Law No. 26,741 (the "Expropriation Law"). Among other matters, the Expropriation Law provided for the expropriation of 51% of the share capital of YPF represented by an identical stake of Class D shares owned, directly or indirectly, by Repsol YPF and its controlled or controlling entities. The shares subject to expropriation, which have been declared of public interest, will be assigned as follows: 51% to the Argentine Republic and 49% to the governments of the provinces that compose the National Organization of Hydrocarbon Producing States. See "Item 3. Key Information—Risk Factors—Risks Relating to Argentina—The Argentine Republic owns 51% of the shares of the Company" in our 2018 20-F. As of the date of this offering memorandum, the transfer of the shares subject expropriation between the National Executive Branch and the provinces that compose the National Organization of Hydrocarbon Producing States was still pending. According to Article 8 of the Expropriation Law, the distribution of the shares among the provinces that accept their transfer must be conducted in an equitable manner, considering their respective levels of hydrocarbon production and proved reserves. To ensure compliance with its objectives, the Expropriation Law provides that the National Executive Branch, by itself or through an appointed public entity, shall exercise all the political rights associated with the shares subject to expropriation until the transfer of political and economic rights to the provinces that compose the National Organization of Hydrocarbon Producing States is completed. In addition, in accordance with Article 9 of the Expropriation Law, each of the Argentine provinces to which shares subject to expropriation are allocated must enter into a shareholder's agreement with the federal government that will provide for the unified exercise of its rights as a shareholder. See "—Legal and Regulatory Framework and Relationship with the Argentine Government—The Expropriation Law," "Item 7. Major Shareholders and Related Party Transactions," and "Item 3. Key Information—Risk Factors—Risks Relating to Our Business—We face risk relating to certain legal proceedings" in our 2018 20-F.

In addition, on February 25, 2014, the government of the Argentine Republic and Repsol reached an agreement (the "Repsol Agreement") in relation to compensation for the expropriation of 200,589,525 of YPF's Class D shares pursuant to the Expropriation Law. Under the Repsol Agreement, Repsol accepted U.S.$5.0 billion in sovereign bonds from the Republic of Argentina and withdrew judicial and arbitral claims it had filed, including claims against YPF, and waived additional claims. YPF and Repsol also executed a separate agreement (the "Repsol Arrangement") on February 27, 2014, pursuant to which YPF and Repsol each withdrew, subject to certain exclusions, all present and future actions and/or claims based on causes occurring prior to the date of execution of Repsol Arrangement arising from the expropriation of the YPF shares owned by Repsol pursuant to the Expropriation Law, including the intervention and temporary possession for public purposes of YPF's shares. YPF and Repsol agreed to withdraw reciprocal actions and claims with respect to third parties and/or pursued by them and to grant a series of mutual indemnities, which at the time were subject to certain conditions precedent. The Repsol Arrangement entered into force the day after Repsol notified YPF that the Repsol Agreement had entered into force. The Repsol Agreement was ratified on March 28, 2014 at a Repsol general shareholders' meeting and approved by the Argentine Congress by Law No. 26,932 enacted by Decree No. 600/2014. On May 8, 2014, YPF was notified of the entry into force of the Repsol Agreement. As of that date, the expropriation pursuant to the Expropriation Law was concluded, and as a result the Republic of Argentina is definitively the owner of 51% of the capital stock of each of YPF and YPF GAS S.A.

We are strongly committed to the country's energy development and seek to lead the transformation of the industry within the context of industry change at an international level.

The investment plan supporting our growth efforts needs to be accompanied by an appropriate financial plan, whereby we intend to reinvest earnings, search for strategic partners and raise debt financing at levels we consider prudent for companies in our industry. Consequently, the financial viability of these investments and hydrocarbon recovery efforts will generally depend, among other factors, on the prevailing economic and regulatory conditions in Argentina, the ability to obtain financing in satisfactory amounts at competitive costs, as well as the market prices of hydrocarbon products. See "Item 3. Key Information—Risk Factors—Risks Relating to Argentina." and "Item 5. Factors Affecting Our Operations" in our 2018 20-F for additional information regarding 2018 activity.

YPF is a corporation (*sociedad anónima*), incorporated under the laws of Argentina for a limited term. Our address is Macacha Güemes 515, C1106BKK Ciudad Autónoma de Buenos Aires, Argentina and our telephone number is (011-54-11) 5441-2000. Our legal name is YPF Sociedad Anónima and we conduct our business under the commercial name "YPF."

Argentina Macroeconomic Conditions

According to the latest information published in the "Informe Estimador Mensual de Actividad Económica" by the National Institute of Statistics and Census, the provisional GDP growth rate for the first quarter of the year 2019 reflects a decrease of 5.8% with respect to the same period of 2018 and an increase of 4.1% for the first quarter of 2018 with respect to the same period of 2017.

The official exchange rate of the Argentine peso to the U.S. dollar as of March 31, 2018 was Ps. 20.09 per U.S.$1.00, a devaluation of approximately 8.1% compared to the exchange rate as of the end of 2017. The value of the Argentine peso to the U.S. dollar exchange rate depreciated by 101.4% by the end of 2018 if compared to December 31, 2017, to Ps. 37.81 per U.S.$1.00 as of December 31, 2018. As of March, 31, 2019, the exchange rate was Ps. 43.2 per U.S.$1.00, a devaluation of approximately 15% compared to December 31, 2018.

During the period January – May 2019, the consumer price index increased 19.2% while during the period January – April 2019, the wholesale price index increased 13.2%.

On April 5, 2019, the International Monetary Fund (the "IMF") made the first disbursement of the year 2019 for U.S.$10,800 million. We cannot provide any assurances as to the impact of the loan subscribed with the IMF on the Argentine economy or on our economic, financial or other condition, or on our results and those of our operations and businesses.

On April 15, 2019, the BCRA, in accordance with the request of the Ministry of Finance, announced that it would begin conducting two daily auctions of U.S. dollars for the account of such Ministry, in order to contribute to the liquidity and predictability of the medium-term foreign exchange market. The daily amount to be auctioned is U.S.$60 million, reaching a total of U.S.$9,600 million, which comes from the loan granted by the IMF.

The Monetary Policy Committee (the "COPOM") of the BCRA, in order to avoid that the recently recorded inflation becomes persistent, has taken a series of measures that reinforce the current monetary scheme as it is reflected in its Monetary Policy Report of April 2019. The objective of non-growth of the monetary base was extended until the end of 2019; the seasonal adjustment of the monetary base in June was eliminated; the overreaching of the goal obtained in February became permanent; and until the end of the year, the limits of the nonintervention area were set at their level as of the date of publication of this report (39.75 - 51.45 pesos per dollar for the lower limit and the upper limit, respectively).

According to the current monetary policy, the interest rate responds quickly to changes in money market conditions: if there are increases in inflation or inflation expectations or a higher perception of risk, financial institutions demand a higher interest rate to maintain their positions in pesos. This is quickly reflected in the rate that arises from the Letras de Liquidez. The reaction of the rate intended to reduce exchange rate volatility and increase the contractionary bias against inflationary surprises.

The Central Bank also decided that it will absorb the necessary liquidity to support a minimum annual rate of 62.5% during April. At the same time, the BCRA has taken different measures to contribute to the reference interest rate being reflected in higher yields in pesos for savers, encouraging greater competition among banks for deposits in local currency.

With regard to the foreign exchange scheme, as mentioned below, a non-growth rate of the limits of the non-intervention zone was established for the rest of the year, which will be fixed at U.S.$39.75 and U.S.$51.45. Likewise, it was decided that foreign currency purchases will not be made in the event that the exchange rate is below the lower limit of the non-intervention zone until June 30, 2019, which guarantees that the monetary base goal will not increase for this reason. In the event that the exchange rate is above the non-intervention zone, the Central Bank will maintain its intervention rule of selling up to U.S.$150 million per day, the maximum contemplated in the monetary scheme, and the monetary base goal will be reduced with these sales.

On April 29, 2019, the COPOM has decided to introduce additional modifications to the monetary-exchange regime, with the objective of reinforcing the contractionary bias of monetary policy in order to reduce more aggressively the amount of pesos, and thus contribute to the proper functioning of the foreign exchange

market. Therefore, the following measures were adopted: (i) the BCRA may make sales of dollars, despite the fact that the exchange rate is within the zone of non-intervention, the amount and frequency of which will depend on market dynamics; (ii) if the exchange rate exceeds the upper limit of the non-intervention zone, the BCRA will increase the amount of the daily sales from U.S.$150 million to U.S.$250 million, and may make additional interventions to counteract episodes of excessive volatility if considered necessary. In all cases, the resulting amount of these sales will be discounted from the monetary base goal, enabling the absorption of peso liquidity.

On June 3, 2019, the COPOM resolved to leave the monetary regime unchanged. The BCRA met its Monetary Base objective for the eighth consecutive month. The current goal, which valid through the end of the year, is of Ps. 1,343.2 billion (which goal is subject to adjustments, based on the interventions which the BCRA may carry out in the exchange market, and the historical seasonal increase during the month of December). The monetary base average for May was of Ps. 1,342.6 billion, slightly lower than the target. In addition, the COPOM ratified the minimum rate of 62.5% during the month of June for purpose of the LELIQ auctions. As such, the COPOM intends to absorb the necessary liquidity so that the reference interest rate moves organically above said level. In a similar way, the COPOM kept the exchange reference zone constant, ranging from a lower range of Ps. 39.755 per dollar to a maximum range of Ps. 51.448 per dollar until December 31, 2019, thus without any changes to the intervention policy announced on April 29. In addition, on its report dated June 3, the COPOM reported that the inflation rate began to decrease in the months of April and May (although it still remained at high levels) and that during the month of May there was also a significant decrease in foreign exchange rate volatility.

Competitive Strengths

Argentina's largest producer, refiner and marketer of crude oil, natural gas and refined products

As of the date of this offering memorandum, we maintain our leadership in Argentina in practically all the segments where we operate. We are the largest producer of natural gas and oil in the country, with a net production of 530 kboe/d with 13,532 active net wells as of December 31, 2018, and the largest refiner in Argentina. We own and operate three refineries that manage to cover the supply of fuels throughout the country through our terminals and plants, as well as our network of service stations.

In the last five years, we went from all of our production originating in conventional reserves to having 27.4% of our production coming from the exploitation of unconventional resources, making us one of the largest shale operators outside the United States with a production of 57.7 kboe/d. This progress was a result of the constant expansion of our portfolio of upstream projects and our strategic presence in Vaca Muerta, the most productive unconventional play of Argentina, with a direct and indirect participation through our partners.

We have been incorporating new natural gas and oil projects with a focus on low permeability gas ("tight gas"), shale gas and shale oil. Initial extraction costs in the Loma Campana area have been reduced by almost a half by using more efficient methods of drilling and fracturing, with increasingly extensive horizontal wells, as well as an increasing number of stages, modifying their exploitation strategies according to the progress of the analyses, resulting in more profitable wells.

Strongly positioned as an integrated player along the entire value chain of oil and natural gas

We participate along the entire value chain of oil and natural gas, including the production, refining, commercialization and distribution of hydrocarbons, obtaining margins at all levels, which gives us a unique flexibility in the management of our portfolio in relation to our target markets. Our oil production is destined almost entirely to our refineries. We have a share in the local supply of natural gas, including LNG, of 37.4% according to the Ministry of Energy data. In a market that still requires imports of natural gas, mainly in the winter period, we supply 29.9% of Argentina's demand. We supply a broad range of clients made up of the Residential, LNG, Electric Generation and Industries segments, as well as the supply of our own refineries and chemical complexes, and certain gas needs of our investee companies such as Compañía Mega S.A. (separator and fractionator of natural gas liquids ("NGLs")), Profertil S.A. (producer and marketer of fertilizers) and Refinor S.A. (refinery located in the Northwest of the country). In the Electric Generation segment, we, through YPF EE, a company in which we have joint control with GE, have carried out new projects that complement our energy offer in alliance with leading companies in the sector, with 1.8 GW of installed generation capacity (net). We also participate in the distribution of natural gas

through our stake in Metrogas (Argentina's main gas distributor) in a country where the natural gas market is highly developed.

The fuels sold in our service stations come mostly from our refineries and are complemented by fuels imported by us when market opportunities justify it. This effort to satisfy the current demand assures us a robust portfolio of clients in the long term, reinforcing the opportunities of profitability in the same one through the chain of integrated value, with a market share of gasoil and gasoline of 59.2% and 56.0%, respectively as of December 31, 2018.

Important oil and gas concessions portfolio

As of December 31, 2018, we had participation in 112 exploitation concessions and 34 exploration permits in Argentina, with 100% participation in 81 of them. Our exploitation concessions in the Neuquén Basin accounted for around 52% and 75% of our oil and gas reserves in 2018, respectively. In most of these concessions, YPF has extended its original maturity with new terms. The process of obtaining the extension of the concessions continues its progress according to the strategy of valorization of the assets designed, which determines the opportunity and scope of each case. For example, we have a portfolio of mature reservoirs that include reservoirs under secondary recovery processes and reservoirs of tight gas with geological characteristics similar in many respects to those in other regions (for example, the United States) that have been successfully rejuvenated through the use of advanced oil recovery technologies to increase reserve recovery factors and/or to favor permeability through reservoir stimulation mechanisms. Additionally, we have carried out certain strategic acquisitions in order to improve our portfolio. Likewise, the valuation strategy of our assets has also dictated the request for new unconventional hydrocarbons concessions or the reconversion of existing areas and permits in said concessions of the new type (for 35 years, according to Law No. 27,007, amending Law No. 17,319 Hydrocarbons Law). As of December 31, 2018, 67% of our total proved reserves (1080 Mbps) were classified as developed.

Important refining and logistics assets

We have important refining assets with processing capacity of around 319.5 thousand barrels per day, as of December 31, 2018, which represent more than 50% of the total refining capacity of the country, and which operate with high utilization rates. Our refining system has a high complexity, which gives us the flexibility to transfer part of our production resources to products with higher added value. Additionally, we have a 50% stake in Refinor (a 26.1 thousand barrels per day refinery located in the province of Salta).

During 2016, the new Coke A unit of the La Plata refinery came into operation, reinforcing our industrial capacity both in the conversion factor and in the greater flexibility of the system as a whole.

Our refining assets also benefit from large-scale production (the La Plata refinery is the largest in Argentina and has a capacity of 189 mbbl/d), from a convenient location and are among the best in the world in terms of availability and maintenance. During 2018, our refining industrial complexes operated at 88.8% capacity.

In Argentina, we also operate a network of pipelines for the transport of refined products with a total length of 1,801 km. In addition, we have 17 plants for storage and distribution of refined products and 7 LPG plants with a total capacity of approximately 1,620,000 m³. Three of our plants for storage and distribution are annexed to the Luján de Cuyo, La Plata and Plaza Huincul refineries. Ten of our plants for storage and distribution have maritime or fluvial connections. These facilities offer a flexible distribution system throughout the country and allow us to facilitate exports to foreign markets, to the extent permitted according to government regulations. The products are shipped by truck, ship or river barge.

In the aviation segment, we are uniquely positioned to capture value by supplying the new modalities of low-cost air transport, recently installed in the country with a potential growth of demand expected in the future. We operate 52 aircraft maintenance and service facilities (40 of them are owned by us) with a capacity of 22,500 m³; 123 dispensers and 17 automatic vending machines. The products are delivered by an exclusive fleet of tanker trucks of approximately 2,400 units, of which 28 are owned by us.

During 2018, after a national and international tender, and in the context of a bankruptcy process, we bought part of the assets of Oil Combustibles S.A. We acquired strategic assets that will be integrated to those that we already operate, especially the docks and the park of fuel storage. The tanks located in the terminal on the Paraná River will allow us to expand the logistics capacity for future fuel exports, as well as for a possible regional expansion.

All of our refineries are either connected to our own network of pipelines or to one in which we have a significant participation. The oil is pumped to our Luján de Cuyo refinery from Puerto Hernández through a 528 km pipeline and to our La Plata refinery from Puerto Rosales through another 585 kilometers of pipeline. We also have a 37% stake in Oleoductos del Valle S.A. (the company that operates the pipeline from the Neuquén basin to Puerto Rosales). We have 4,500 km of oil pipelines that transport oil and refined products.

In the Petrochemical sector, we produce 1.5 million tons per year and are one of the main producers of petrochemicals in Argentina. These products are manufactured in our facilities in Ensenada and Plaza Huincul. The high content of gas rich in NGLs of the shale gas from the producing areas, and also from those in which we are in the pilot phase, combined with a regional market deficit in petrochemical products, make petrochemical production a strategic vector of growth. In addition, we own other plants associated with the agroindustrial chain, such as the urea and ammonia production complexes (through a 50% participation in Profertil, a company that has a petrochemical complex in Bahía Blanca).

Strong brand positioning

Our brand, "YPF", is widely recognized by Argentine consumers. Our more than 1,500 service stations with our brand are located in all urban, suburban and rural areas of Argentina, with the highest market coverage in the country. Our market share in diesel and naphtha is 59.2% and 56.0 % of the Argentine market, respectively as of December 31, 2018. One of the most significant achievements of brand positioning occurred in 2016 with the introduction and consolidation of "Infinia," which is the brand that distinguishes our premium fuels. Infinia achieved a 61.5% market share in the premium naphtha segment in 2018. In turn, in the diesel line, Infinia was introduced, and reached a 60.1% market share in premium gas oil in 2018, demonstrating our commitment to quality fuels and the environment, both of which are values increasingly appreciated by our customers.

Commitment to the safety of our staff and facilities

We care about the welfare of our employees and the staff that works in our operations on a daily basis. In order to ensure our employees and staff are able to execute and perform their activities safely, there are ten golden rules that are mandatory for our workers, which provide minimum requirements in connection with road-side safety, high-rise work, lifting works, work permits and excavations, among others.

We are committed to sustainability and to fighting climate change. Our efforts to comply with the Sustainable Development Goals of the United Nations help us incorporate continuous improvement into our internal management model. We report our progress and challenges annually in our Sustainability Report.

Experienced management team strengthened by executives with extensive experience in the industry at an international level

We are led by a professional team with vast experience in the Argentine energy sector and which is recognized by the industry both locally and internationally for its high capacity and leadership.

We aim to reinforce the concept of an integrated energy company, and therefore we strive to be well-informed of any upcoming transformational changes in the industry that are associated with new paradigms of mobility and urban modalities. We aspire to be at the forefront of these changes with innovation and technology based on the maximization of current business opportunities, driving short-term levers to sustain transformation, while financing new growth engines. Our forward-looking model, as well as the role we have created for the Executive Vice Presidency for Operations and Transformation, should enable us to capture new business opportunities in new phases of the industry.

In order to align the capabilities of the organization with the defined strategy, in recent years, we have renewed part of our management team, internally promoting our best professionals noted for their performance, leadership and international experience. In addition, we have incorporated experienced executives with international experience from other activities.

We have strengthened our internal Corporate Governance units, creating an Executive Management Committee and an Investment Committee composed of the top of our management, corporatizing their key decisions and ensuring the effectiveness of the long-term action plan.

Business strategy

We are a leader in the Argentine energy market, strongly committed to the country's energy development, and seek to lead the transformation of the industry in a context of international change.

Our strategic aim is to be a company that generates sustainable, profitable and accessible energy for our clients, while also enhancing our value for the benefit of our shareholders, deepening the focus on the client along the energy chain.

Our production leadership, industrial positioning and the value proposition to the client, the improvement of the productivity and the efficiency of our operations, are the key levers that should allow us to create value for our shareholders in an environment of sustainability and financial discipline.

We invest to increase and diversify the size of our portfolio in a balanced and integrated manner, focusing on exploiting, in a profitable and efficient manner, the largest number of energy business opportunities available at any given moment under an environment of competitive deregulated prices.

In order to achieve our vision of being a company that generates sustainable, profitable and accessible energy for our customers, YPF's strategy is based on the following pillars:

- Extract the maximum value from conventional fields;
- Develop in a cost-effective manner our shale operations;
- Partner with leading international companies;
- Expand our power generation capacity in order to become a major player in the sector;
- Maintain a rigorous financial management approach in respect of our corporate portfolio;
- Modernize our procurement processes, contracts and associated logistics;
- Incorporate technology and innovation in all business segments to improve productivity and service to our customers;
- Implement a transformation program that modernizes us, enhances efficiency and seeks growth initiatives that support our vision; and
- Reduce our specific CO2 emissions in the upcoming years as part of our commitment to sustainability.

Upstream

The main strategic pillars of the Upstream business are:

Growing in the hydrocarbon production profitably in Argentina

We are actively managing the decline of our conventional production from mature fields to achieve profitable growth through the development of unconventional assets. In terms of conventional assets, we seek to maximize the extraction of hydrocarbons through the rejuvenation of our mature deposits, extending our limits and useful life, improving recovery factors and continuously reducing operating costs. In addition, we are working on the expansion of the current limits of the deposits through the systematic application of techniques such as infill type drilling, (search for oil remaining in the reservoir through new drilling between existing wells), and the injection of water, gels and polymers for improved and tertiary recovery. Many of these techniques have been used successfully in other comparable mature basins, which, combined with other reservoir modeling, have contributed to significant improvements in recovery factors.

Reduce development cost to make a greater number of projects feasible

We have made progress in the implementation of pilots that allowed us to derisk the unconventional areas, accessing the latest available technology in the fields of drilling and stimulation of horizontal wells of increasing lateral extension. In the case of Loma Campana, our main asset of shale, we see a 35% increase in estimated ultimate recovery in the 2016 - 2018 period. Simultaneously, the cost per fracture phase decreased by 41% in the 2016-2018 period, and as a consequence, during 2018 the development cost reached an average of approximately U.S.$11.4/barrels of oil equivalent ("BOE").

Reduce operating costs with the application of technology and process optimization, in order to make the entire production profitable

Our Upstream business segment is carrying out an integral operational improvement and a cost reduction program in our business units of exploration, exploitation and upstream services. This comprehensive program includes initiatives to improve the productivity of the wells through an optimization of the injection management, improve the maintenance of the facilities, optimize the stimulation process, reduce energy costs and increase alliances and integral contracts for the supply of critical inputs among others. Additionally, the focus in our Supply Chain area should allow us to adequately manage and rationalize the portfolio of suppliers and supplies necessary to meet our cost reduction objectives. Regarding costs of shared logistics and simultaneous operations, we achieved a reduction of approximately 100% in the 2016-2018 period, now remaining at U.S.$6/BOE per area. Based on these results, we decided, together with our partner Chevron, to launch Phase 2 of the Loma Campana development stage, which includes more drilling platforms, more wells and more infrastructure.

Carry out a more active management of the portfolio: growth based on comparative advantages and low exposure in marginal areas

We continue to proactively evaluate and look for opportunities to optimize our portfolio of exploration and production assets, through agreements with strategic partners. It should be noted that we began actively developing transactions since early 2013 with our agreement with Chevron for the exploitation of the unconventional area of Loma Campana. Since then, we have made several agreements for the main blocks of the Vaca Muerta formation and have partners such as Chevron, Petronas, Schlumberger, Total, Statoil and Shell, among others, thus achieving a leadership position in Vaca Muerta.

During 2018, we announced we were moving to a large development in the La Amarga Chica area with Petronas (E&P) Overseas Ventures Sdn. Bhd ("Petronas"). We are focusing on oil assets, with a targeted focus on Loma Campana, La Amarga Chica and Bandurria Sur.

Regarding the decrease in exposure in marginal areas, the following sales are listed for 2019:

(1) Bajo del Piche, Barranca de los Loros, El Medanito & El Santiagueño: transfer of 100% of the exploitation concessions located in Neuquén and Rio Negro.

(2) Al Sur de la Dorsal, Anticlinal Campamento, Dos Hermanas and Ojo de Agua: transfer of 100% of the exploitation concessions located in Neuquén.

Downstream

The main strategic pillars of the Downstream business segment are:

Maintenance of leadership position

Maintain leadership in the local market in an efficient and profitable manner, focusing on (a) customer experience, (b) brand value and (c) carrying out a growth plan in the commercial network.

Monitor the industry for future growth opportunities and prepare forward-looking strategies

We plan to prepare the Downstream business segment for the future growth of Vaca Muerta through adjustments in the infrastructure for the evacuation of the larger shale oil and crude oil exports and adaptation of the refineries' production systems. This last point is based on adapting production processes to the new characterization of shale crude, optimizing production processes by eliminating "bottlenecks" and thereby increasing the use of refining capacity.

Our plan to grow the petrochemical business can be achieved through projects that allow monetizing the greater production of natural gas from Vaca Muerta and by sustaining the leadership in the local market. The petrochemical industry finds a new challenge centered on the monetization of the high gas content rich in NGLs associated with the production of shale gas, which, together with a regional market deficit in petrochemical products, make it one of the strategic vectors of growth for us.

We will continue to prepare for a future with a lower presence of fossil fuels, evaluating new mobility models and the integration of biofuels and their derivatives.

Continue to improve our current market presence

Through available logistics in infrastructure, as well as strategic alliances, we will reposition our presence in regional markets deficient in naphtha and middle distillates.

Our ambitious investment program has been developed to meet the highest demands of sulfur content and quality in fuels. A work and investment plan has been developed to improve the quality of fuels and meet the new specifications according to current regulations (modifications in the sulfur content in 2019 and 2022) consisting of:

• La Plata: new coke naphtha hydrotreating unit, the modernization of the magnaforming unit and the fluid cracking catalyst ("FCC") naphtha hydrotreatment unit and adjustments in blending procedures

• Luján de Cuyo: new gas oil desulfurization unit, the renewal of the hydrotreatment of the FCC naphtha and adjustments in blending procedures

The start-up of these units is estimated for early 2022.

Improve the efficiency, reliability and safety of our industrial and logistics facilities and maintain high quality standards in our processes through initiatives in integrity, processes, optimization and control and energy management.

In addition, we continue to implement specific programs to reduce costs in all of our industrial complexes. Such programs include the reduction of internal energy consumption, the cost of its supply, optimization of supply and shutdown of plants for maintenance, among other initiatives, aimed to optimize operating costs in future periods.

Gas and Energy

Argentina is a highly developed natural gas market that presents a vast network of trunk gas pipelines and distribution networks, which makes it extremely attractive due to its volume and current infrastructure.

As a result of a combination of changes in the macroeconomic situation and decisions of the Argentine government, natural gas prices experienced a downward trend throughout 2018. The most affected sectors were the residential (with prices fixed by public audience) and the generation sector (with the implementation of a Summer auction scheme).

The main strategic pillars of the Gas and Energy Business are:

Monetize the largest production of natural gas, investing in analysis and in the definition of projects for this purpose

Since the country has a marked seasonality between summer and winter, we are developing business opportunities to increase summer demand through, among others, the export of volumes of natural gas to neighboring countries, and the increase in the use of natural gas for the industry in general, the petrochemical industry in particular and in the electric generation. Complementary to the mentioned projects, throughout 2019 we will start with the seasonal export of LNG and we expect to have a new underground storage project operative.

Lead the development of an efficient Midstream network

We have planned the development of an efficient midstream network in order to successfully evacuate and process the incremental production of the new unconventional projects. As part of the network, we have identified a series of projects that include construction, expansion or resolution of bottle necks of the evacuation system and processing of natural gas that would increase the viability of millions of cubic meters per day, through investments by affiliates and/or with third parties under the applicable power purchase agreements.

Grow in the electric power generation business, increasing the insertion of renewable energies in an efficient and sustainable way

Our strategy is to take advantage of the opportunities of the deregulated electricity generation market, through YPF EE. We will increase the insertion of clean renewable energies that promote the sustainability of the environment, creating a new generation holding company.

General Information

Our main administrative offices are located in Macacha Güemes 515, (C1106BKK) Autonomous City of Buenos Aires, Argentina; our general telephone number is (5411) 5441-2000; our fax number is (5411) 5441-0232 and our email address is inversoresypf@ypf.com. Our website is www.ypf.com. The information contained in this website is not included as a reference in this offering memorandum and will not be considered part of it.

The Offering

This summary highlights information presented in greater detail elsewhere in this offering memorandum or incorporated by reference herein. This summary is not complete and does not contain all the information you should consider before investing in the notes. You should carefully read this entire offering memorandum, including the information incorporated by reference from our 2018 20-F for the fiscal year ended December 31, 2018 and our Q1 2019 6-K, before investing in the notes, including "Risk Factors", our Audited Consolidated Financial Statements and our Unaudited Condensed Interim Consolidated Financial Statements.

Issuer	YPF Sociedad Anónima.
Title of the Notes	U.S.$500,000,000 8.500% Senior Notes due 2029.
Principal Amount of the Notes	U.S.$500,000,000.
Notes Issue Price	98.356% of the principal amount, plus accrued interest, if any, from June 27, 2019.
Notes Issue Date	June 27, 2019 (the "Issue Date").
Specified Currency of Settlement and Payments	U.S. dollars.
Stated Maturity	June 27, 2029.
Interest Rate	8.500% per annum.
Interest Payment Dates	Interest on the notes will be payable semi-annually in arrears on June 27 and December 27 of each year, commencing on December 27, 2019 (each, an "Interest Payment Date").
Regular Record Dates	The 10th calendar day preceding an Interest Payment Date (whether or not a business day).
Day Count Basis	Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months.
Indenture	The notes will be issued under an Indenture dated on or about the Issue Date, among us, The Bank of New York Mellon, The Bank of New York Mellon, London Branch and Banco Santander Río S.A. (the "Base Indenture") as amended and supplemented from time to time and as further supplemented by the First Supplemental Indenture to be dated on or about the Issue Date (the Base Indenture as supplemented by the First Supplemental Indenture, the "Indenture").
Status and Ranking	The notes will constitute *obligaciones negociables simples no convertibles en acciones* under Argentine law. The notes will constitute our unconditional and unsubordinated general obligations and will rank at least *pari passu* in priority of payment with all of our present and future unsubordinated and unsecured obligations.
Redemption for Taxation Reasons	We may redeem the notes, in whole but not in part, at a price equal to 100% of the principal amount plus accrued and unpaid interest to, but excluding, the redemption date and any Additional Amounts (as defined herein), upon the occurrence of specified Argentine tax events. See "Description of the Notes—Redemption and Repurchase—Redemption for taxation reasons".

Optional Redemption.....	On and after March 27, 2029, we may at our option, redeem the notes, in whole, or in part, at a price equal to 100% of the principal amount plus accrued and unpaid interest, if any, to the date of redemption. At any time prior to March 27, 2029, we may at our option, redeem the notes, in whole, or in part, at a price equal to 100% of the principal amount plus accrued and unpaid interest, if any, to the date of redemption, plus the Applicable Redemption Premium. See "Optional Redemption" below.
Change of Control Offer.....	Upon the occurrence of a Change of Control Repurchase Event (as defined below), we will make an offer to purchase all of the notes (in an amount equal to the minimum authorized denomination or permitted integral multiple in excess thereof), provided that the principal amount of such holder's note will not be less than the minimum authorized denomination (or permitted integral multiples in excess thereof) at a purchase price in cash equal to 101% of the principal amount of the notes plus accrued and unpaid interest, if any, to the date of purchase. See "Description of the Notes—Redemption and Repurchase—Repurchase upon a Change of Control; Repurchase Event".
Covenants	The Indenture will, among other things, limit our ability to: • incur or permit to exist certain liens; and • consolidate, amalgamate, merge or sell all or substantially all of our assets.
Events of Default	Upon the occurrence of an event of default, the notes may, and in certain cases shall, become immediately due and payable.
Withholding Taxes; Additional Amounts	We will make our payments in respect of notes without withholding or deduction for any Taxes imposed by Argentina, or any political subdivision or any taxing authority thereof, except as required by applicable law. In the event that such withholdings or deductions are required by law, we will, subject to certain exceptions, pay such Additional Amounts (as defined herein) as are necessary to ensure that the holders receive the same amount as the holders would otherwise have received in respect of payments on the notes in the absence of such withholdings or deductions.
Additional Notes	In the future, we may issue additional notes from time to time and without notice to or the consent of holders of the notes; provided that such additional notes have the same terms and conditions in all respects as the notes described herein (except for the issue date, the issue price and the first Interest Payment Date); *provided*, that additional notes will not bear the same CUSIP number as the notes, unless such additional notes are part of the same "issue" or issued in a "qualified reopening" for U.S. federal income tax purposes. In that case, any such additional notes will constitute a single series and will be fully fungible with the notes offered hereby.

Use of Proceeds	We will use the proceeds from the sale of the notes, which will be U.S.$491,780,000 before fees and expenses, in compliance with the requirements of Article 36 of the Negotiable Obligations Law for (a) the payment of fees and expenses in connection with the issuance of notes, (b) working capital in Argentina (including, without limitation, all uses that affect our assets and short-term liabilities, including purchasing inventory, payments to suppliers for our operations and activities, and compensation to employees), and (c) for investments in fixed assets located Argentina (including, without limitation, investments in land and buildings, mining property, wells and related equipment, distillery equipment and petrochemical plants, transportation equipment, materials and equipment in storage, exploratory drilling, fixtures and installations, and commercialization equipment). To the extent there are any remaining proceeds following the uses in (a) through (c) above, we intend to use such excess proceeds for repayment and/or refinancing of indebtedness. Pending such uses, the proceeds from the sale of the notes may be invested in short-term temporary investments, including, among others, high-quality marketable securities, fixed-term deposits and money market instruments. See "Use of Proceeds."
Transfer Restrictions	We have not registered, and will not register, the notes under the Securities Act, and the notes may not be transferred except in compliance with the transfer restrictions set forth in "Transfer Restrictions".
Form and Denomination of the Notes	The notes will be represented by one or more Global Notes without interest coupons, registered in the name of DTC or its nominee. The notes will be issued in minimum denominations of U.S.$ 10,000 and integral multiples of U.S.$1,000 in excess thereof. There will be a minimum subscription amount of U.S.$150,000 for the initial distribution.
International Rating	The notes are expected to be rated B2 by Moody's and B by S&P. A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the assigning Rating Agency without notice.
Listing and Trading	The notes are a new issue and there is no current trading market for the notes. Application will be made to have the notes listed on the Luxembourg Stock Exchange for trading on the Euro MTF market and listed on the MAE. The initial purchasers are not obligated to make a market in the notes, and any market making with respect to the notes may be discontinued without notice. Accordingly, there can be no assurance as to the maintenance or liquidity of any market for the notes.
Settlement	The notes will be delivered in book-entry form through the facilities of DTC and its direct and indirect participants, including Euroclear S.A./N.V., Clearstream Banking, société anonyme and Caja de Valores S.A.
CUSIP Number.....	Rule 144A: 984245 AS9 Reg S: P989MJ BP5

ISIN Number	Rule 144A: US984245AS99 Reg S: USP989MJBP50
Common Codes	Rule 144A: 202122752 Reg S: 202122795
Governing Law	State of New York; *provided* that all matters relating to the due authorization, execution, issuance and delivery of the notes by us, and matters relating to the legal requirements necessary in order for the notes to qualify as *obligaciones negociables* under Argentine law, will be governed by the Negotiable Obligations Law together with the Argentine Corporations Law and other applicable Argentine laws and regulations.
Trustee, Co-Registrar, Principal Paying Agent and Transfer Agent.....	The Bank of New York Mellon
Registrar, Paying Agent, Transfer Agent and Representative of the Trustee in Argentina.....	Banco Santander Río S.A.
Luxembourg Listing Agent	The Bank of New York Mellon SA/NV, Luxembourg Branch
Risk Factors.....	You should carefully consider all of the information contained, or incorporated by reference, in this offering memorandum prior to investing in the notes offered hereby. In particular, we urge you to carefully consider the information set forth under "Risk Factors" for a discussion of risks and uncertainties relating to us, our subsidiaries, our business, our shareholders and an investment in the notes offered hereby.

Summary Financial and Other Information

The following tables present our selected financial and operating data as of March 31, 2019 and December 31, 2018 and for the three month period ended March 31, 2019 and 2018, which is derived from our Unaudited Condensed Interim Consolidated Financial Statements. You should read this information in conjunction with our Audited Consolidated Financial Statements included in our 2018 20-F, and our Unaudited Condensed Interim Consolidated Financial Statements, included in our Q1 2019 6-K, and their respective notes, all of which are incorporated by reference in this offering memorandum, as well as the information under "Management's Discussion and Analysis of Financial Condition and Results of Operations".

The following table shows a summary of our consolidated statement of comprehensive income data for the three-month period ended March 31, 2019 and 2018 and our consolidated statement of financial position as of March 31, 2019 and December 31, 2018.

	For the three-month period ended March 31,	
	2019	**2018**
Summary of results [1]	**(in millions of pesos)**	
Consolidated Statement of Comprehensive Income Data [1]:		
Revenues [2]	130,907	75,823
Costs	(104,754)	(63,438)
Gross profit	**26,153**	**12,385**
Selling expenses	(9,820)	(5,181)
Administrative expenses	(4,768)	(2,354)
Exploration expenses	(1,521)	(323)
Other net operating results	587	12,827
Operating profit	**10,631**	**17,354**
Income from equity interests in associates and joint ventures	1,559	214
Net financial results [12]	8,023	118
Net profit before income tax	**20,213**	**17,686**
Income tax	(28,366)	(11,700)
Net (loss) / profit for the period	**(8,153)**	**5,986**
Net (loss) / profit for the period attributable to:		
- Shareholders of the parent company	(8,185)	6,067
- Non-controlling interest	32	(81)
Other comprehensive income for the period	56,337	13,509
Total comprehensive income for the period	48,184	19,495
Other Consolidated Financial Data:		
Property, plant and equipment depreciation and intangible assets amortization	28,531	18,961
Adjusted EBITDA [7]	42,174	24,512
Adjusted EBITDA margin [8]	32%	32%

	As of March 31,	As of December 31,
	2019	2018
	(in millions of pesos)	
Consolidated Statement of Financial Position [1]:		
Cash and cash equivalents	56,599	46,028
Working capital [3]	28,350	29,446
Total assets	1,162,562	994,016
Total loans [4]	(383,282)	(335,078)
Total liabilities	(751,919)	(631,659)
Total shareholder's contribution [5]	10,620	10,518
Total reserves [6]	13,247	13,247
Total retained earnings	30,130	38,315
Total other comprehensive income	352,982	297,120
Non-controlling interest	3,664	3,157
Shareholders' equity attributable to the shareholders of the parent company	406,979	359,200
Total shareholders' equity	410,643	362,357
Indicators		
Current liquidity [9]	1.13	1.16
Solvency [10]	0.55	0.57
Capital immobilization [11]	0.79	0.79

(1) The consolidated financial statements reflect the effect of the application of the functional and reporting currency. See Note 2.b to the Unaudited Condensed Interim Consolidated Financial Statements.

(2) Revenues are net of payment on account of fuel transfer tax and turnover tax. Customs duties on hydrocarbon exports are disclosed in taxes, charges and contributions, as indicated in Note 22 to the Unaudited Condensed Interim Consolidated Financial Statements. Royalties with respect to our production are accounted for as a cost of production and are not deducted in determining revenues.

(3) Working capital consists of total current assets minus total current liabilities as of March 31, 2019 and December 31, 2018.

(4) Total loans includes: (i) non-current loans of Ps. 307,414 million and Ps. 270,252 million, as of March 31, 2019, and December 31, 2018, respectively, and (ii) current loans of Ps. 75,868 million and Ps. 64,826 million as of March 31, 2019, and December 31, 2018, respectively.

(5) Our subscribed capital as of March 31, 2019 is represented by 393,312,793 shares of common stock and divided into four classes of shares, with a par value of Ps. 10 and one vote per share. These shares are fully subscribed, paid-in and authorized for stock exchange listing. As of March 31, 2019, total shareholder's contributions included: Ps. 3,924 million of subscribed capital, Ps. 6,085 million of adjustment to contributions, Ps. 9 million of treasury shares, Ps. 16 million of adjustment to treasury shares, Ps. 165 million of share-based benefit plans, Ps. 79 million of acquisition cost of treasury shares, Ps. (298) million share trading premium and Ps. 640 million of issuance premiums. As of December 31, 2018, total shareholder's contributions included: Ps. 3,923 million of subscribed capital, Ps. 6,084 million of adjustment to contributions, Ps. 10 million of treasury shares, Ps. 17 million of adjustment to treasury shares, Ps. 115 million of share-based benefit plans, Ps. 11 million of acquisition cost of treasury shares, Ps. (282) million share trading premium and Ps. 640 million of issuance premiums.

(6) As of March 31, 2019, total reserves were comprised of Ps. 2,007 million of legal reserve Ps. 11,020 million of reserve for investments and Ps. 220 million of reserve for purchase of treasury shares. As of December 31, 2018, total reserves were comprised of Ps. 2,007 million of legal reserve Ps. 11,020 million of reserve for investments and Ps. 220 million of reserve for purchase of treasury shares.

(7) "Adjusted EBITDA" is calculated by excluding income on investments in companies, net financial results, unproductive exploratory drilling, depreciation of fixed assets, amortization of intangible assets, depreciation of right-of-use assets, result of companies' revaluation, impairment charges and income tax from our net (loss)/income.

(8) Adjusted EBITDA margin is calculated by dividing Adjusted EBITDA by our net revenues.

(9) Current liquidity is calculated by dividing current assets by current liabilities.

(10) Solvency is calculated by dividing total shareholder´s equity by total liabilities.

(11) Capital immobilization is calculated by dividing noncurrent assets by total assets.

(12) Net financial result is calculated by adding financial income, financial losses and financial results.

Adjusted EBITDA reconciliation

Adjusted EBITDA is calculated by *adding* (i) net (loss)/income, (ii) depreciation of property, plant and equipment, (iii) depreciation of right-of-use assets, (iv) amortization of intangible assets and (v) unproductive exploratory drilling, (vi) income tax charge, and *subtracting* profit from the revaluation of the Company's investment in YPF EE. Our management believes that Adjusted EBITDA is meaningful for investors because it is one of the principal measures used by our management to compare our results and efficiency with those of other similar companies in the oil and gas industry, excluding the effect on comparability of variations in depreciation and amortization resulting from differences in the maturity of their oil and gas assets. Adjusted EBITDA is also a measure commonly reported and widely used by analysts, investors and other interested parties in the oil and gas industry. Adjusted EBITDA is not a measure of financial performance under IFRS and may not be comparable to similarly titled measures used by other companies. Adjusted EBITDA should not be considered an alternative to operating income as an indicator of our operating performance, or an alternative to cash flows from operating activities as a measure of our liquidity.

The following table presents, for each of the periods indicated, our Adjusted EBITDA reconciled to our net income.

	For the three-month period ended March 31,		
	2019	**2018**	**Percentage Change**
	(in millions of pesos)		
Net (loss)/profit	(8,153)	5,986	(236%)
Income from equity interest in associates and joint ventures	(1,559)	(214)	629%
Net financial results	(8,023)	(118)	6699%
Depreciation of property, plant and equipment and amortization of intangible assets	28,531	18,961	50%
Depreciation of right-of-use assets [(1)]	2,020	-	-
Result of companies' revaluation	-	(11,980)	-
Unproductive exploratory drillings	992	177	460%
Income tax	28,366	11,700	142%
Adjusted EBITDA	42,174	24,512	72%

(1) See Note 2.b to the Unaudited Condensed Interim Consolidated Financial Statements.

Capitalization and indebtedness

The following table shows our debt, equity and total capitalization as of March 31, 2019 and December 31, 2018. This table should be read together with the information in this offering memorandum and our Unaudited Condensed Interim Consolidated Financial Statements and notes thereto.

	As of March 31, 2019	As of December 31, 2018
	(in millions of pesos)	
Current loans	75,868	64,826
Secured	-	-
Unsecured	75,868	64,826
Non-current loans	307,414	270,252
Secured	-	-
Unsecured	307,414	270,252
Total loans	383,282	335,078
Total shareholders' equity	410,643	362,357
Total capitalization[(1)]	793,925	697,435

[(1)] Corresponds to the sum of current and non-current loans and equity.

Production and other operating data

The following table presents certain information regarding our production and other operating data as of March 31, 2019 and March 31, 2018 based on our internal sources.

	As of March 31,	
	2019	2018
Average daily production for the period [(1)]		
Oil (mbbl)[(2)]	268.1	274,6
Gas (mmcf)	1,226,5	1,544.0
Total (mboe)	486.5	549,6
Refining capacity [(1)]		
Capacity (mbbl/d)	320	320

(1) According to our internal information.

(2) Including NGLs.

Recent Developments

General Ordinary and Extraordinary Shareholders' Meeting of YPF S.A. held on April 26, 2019

Board of Directors

Since the General Ordinary and Extraordinary Shareholders' Meeting and the Board of Directors' Meeting, both held on April 26, 2019, our Board of Directors is composed of 12 directors and 9 alternates. The Board of Directors is currently composed as follows:

Name	*Position*	*Age*	*Director Last Elected on*	*Term Expiration*
Miguel Ángel Gutiérrez	Chairman and Director	60	2019	2020
Roberto Luis Monti	Director	80	2019	2020
Norberto Alfredo Bruno	Director	59	2019	2020
Néstor José Di Pierro	Director	63	2019	2020
Ignacio Perincioli	Director	42	2019	2020
Gabriel Alejandro Fidel	Director	56	2019	2020
Miguel Ángel Pesce	Director	56	2019	2020
Carlos Alberto Felices	Director	74	2019	2020
Daniel Gustavo Montamat	Director	64	2019	2020
Fabián Jorge Rodríguez Simón	Director	60	2019	2020
Lorena Sánchez	Director	46	2019	2020
Emilio José Apud (1)	Director	73	2019	2020
Gerardo Damián Canseco (2)	Alternate Director	54	2019	2020
Liliana Amelia Murisi	Alternate Director	52	2019	2020
Fernando Martín Cerdá	Alternate Director	44	2019	2020
Lucio Mario Tamburo	Alternate Director	59	2019	2020
Miguel Lisandro Nieri	Alternate Director	47	2019	2020
María Cristina Tchintian	Alternate Director	42	2019	2020
Carlos Alberto Alfonsi (2)	Alternate Director and Operations and Transformations Executive Vice President	58	2019	2020
Santiago Martínez Tanoira (2)	Alternate Director and Downstream Executive Vice President	46	2019	2020
Marcos Miguel Browne (2)	Alternate Director and Gas and Energy Executive Vice President	49	2019	2020
Fernando Pablo Giliberti (2)	Alternate Director and Supply Chain Vice President	52	2019	2020

Miguel Ángel Pesce

Mr. Pesce holds a bachelor's degree in Economics from the Facultad de Ciencias Económicas from Universidad de Buenos Aires. He held various positions as Advisor in Budget and Public Management in the Chamber of Representatives of the Nation and the Legislature of the Province of Tierra del Fuego. He was Secretary of Finance and Treasury of the Autonomous City of Buenos Aires between 2001 and 2003. Between April and June

2004, he served as Minister of Economy, Production and Environment of the Federal Intervention in Santiago del Estero. He was General Trustee of the Nation between June and September 2004. Between 2004 and 2015 he was Vice President of the Central Bank. Currently, he is the President of the Bank of Tierra del Fuego Province. He has been a member of the Board of Directors of YPF since April, 2019.

María Cristina Tchintian

Ms. Tchintian holds a degree in Political Sciences focused in Political Processes from the Universidad Católica Argentina. Between 2004 and 2006 she worked in the General Coordination of Political Institutional Affairs of the President Unit, Presidency of the Nation. Between 2004 and 2016, she performed comprehensive consulting in public policies. From March 2016 to November 2017, she was Undersecretary of Institutional Support in the Development and Investment Secretariat of the Government of the Province of Tierra del Fuego, Antarctica and the South Atlantic Islands. Currently, she works as Undersecretary of Coordination and Political Articulation in charge of the Secretariat of Official Representation in the City of Buenos Aires of the Government of the Province of Tierra del Fuego.

Independence of the Members of our Board of Directors and Audit Committee

As of the date of this offering memorandum, Directors Miguel Ángel Gutiérrez, Roberto Luis Monti, Norberto Alfredo Bruno, Néstor José Di Pierro, Ignacio Perincioli, Gabriel Alejandro Fidel, Miguel Ángel Pesce, Carlos Alberto Felices, Daniel Gustavo Montamat, Fabián Jorge Rodriguez Simón and Emilio José Apud, and Alternate Directors Liliana Amelia Murisi, Fernando Martín Cerdá, Lucio Mario Tamburo, Miguel Lisandro Nieri and Maria Cristina Tchintian qualified as independent members of our Board of Directors pursuant to the following CNV criteria.

According to CNV regulations, a director is not considered independent when such director (i) holds a position in the board of directors of an entity's controlling shareholder or any other entity in the issuer's corporate group at the time of the director's appointment or if it held such position during the immediately preceding three years; (ii) has an affiliation with the issuer or to any of its shareholders who have a "Significant Participation" (defined as the right to appoint one or more directors in a company) at the time of the director's appointment, or if it had such affiliation during the immediately preceding three years; (iii) has a professional relationship with, or is a member of a company that maintains professional relationships with, or receives remuneration or fees (other than those received in consideration of his performance as a director) from the issuer or any of its shareholders who has a direct or indirect Significant Participation in or significant influence on the issuer, or with a third-party company that has a direct or indirect Significant Participation or a significant influence. This prohibition extends through the preceding three year period to the director's appointment; (iv) directly or indirectly owns at least 5% in the issuer or in any other entity which holds a Significant Participation in the issuer; (v) directly or indirectly sells or provides goods or services (other than those set forth in (iii) above) to the issuer or to any of its shareholders who has a direct or indirect Significant Participation in or significant influence on the issuer for an amount substantially exceeding his remuneration as a member of the board of directors. This prohibition extends through the preceding three year period to the director's appointment; (vi) has been a director, manager or executive officer of not-for profit organizations which have received contributions in excess of those set forth in Resolution UIF N° 30/2011 (as amended) from the issuer, its controlling shareholder, any other member of the issuer's corporate group or any of their executive officers; (vii) is entitled to any payments, including those derived from the director's participation in stock option plans of the issuer or any company of its corporate group (other than those received in consideration of his performance as a director, dividends perceived pursuant to item (iv) or payments pursuant to item (v) above; (viii) has been a director of the issuer, its controlling shareholder or any other member of the issuer's corporate group for more than ten years, provided that the director will be deemed independent following a three year period after he ceased to hold any such position; or (ix) is the spouse or legally recognized partner or family member (up to second grade of affinity or up to third grade of consanguinity) of persons who, if they were members of the board of directors, would not be deemed independent, pursuant to items (i) through (viii) above. In case that, following the director's appointment, such director became subject to any of the restrictions in items (i) through (ix) above, such director shall be required to disclose this to the issuer, who in turn will be required to disclose it to the CNV.

Thermal Power Station Ensenada de Barragán

On May 29, 2019, the Company and Pampa Cogeneración S.A., an entity controlled by Pampa Energía S.A. ("Pampa") were the successful bidders of the National and International Public Tender No. CTEB 02/2019 pursuant to their joint offer, which was launched by means of Resolution No. 160/19 of the Secretariat of Government of Energy (the "Tender Process"), related to the sale and transfer by Integración Energética Argentina S.A. of the goodwill of the Thermal Power Station Ensenada de Barragán (the "Station"). The Company and Pampa will jointly acquire the Station, through an entity which will be jointly-owned by both companies (the "SPV").

The Station is located in the Ensenada petrochemical complex, Province of Buenos Aires, and currently has an installed power capacity of 560 MW. As part of the Tender Process, the SPV will be required to complete the necessary works for the Station to operate on a combined cycle basis, which upon completion will increase the Station's power capacity to 840 MW.

This cycle closing will involve an increase in the Station's efficiency, as the same fuel (gas) will produce an additional 50% more electricity. Once the combined cycle works are complete, it is estimated that the Station will be one of the most thermally efficient units among the country's electricity generators.

Energy supply agreements with Compañía Administradora del Mercado Mayorista Eléctrico in respect of both the open and closed cycles have been entered into, pursuant to Resolution SE N°220/07. The first such supply agreement was entered into on March 26, 2009 (and matures on April 27, 2022), while the second agreement was entered into on March 26, 2013 (for a term of 10 years as from the commercial operation of the combined cycle).

The expected joint investment relating to the acquisition of the Station amounts to approximately U.S.$290 million, which includes the final cash amount offered in the Tender Process, and the purchase price for certain debt securities ("VRD") issued pursuant to the supplemental agreement to the global financial and administration trust program for the execution of energy infrastructure projects – Series 1 – ENARSA (Barragán) (*Contrato suplementario del programa global de fideicomisos financieros y de administración para la ejecución de obras de infraestructura energética -Serie 1- ENARSA (Barragán)*) (the "Trust Agreement"). It is expected that the cost of works for the cycle closing will amount to approximately U.S.$180 million. Additionally, the acquisition of the Station's goodwill includes the assignment of the Trust Agreement in favor of the SPV, as trustor under the trust. The VDR debt under the Trust Agreement (excluding the VDRs to be acquired by the SPV) amounts to approximately U.S.$230 million, which is expected to be repaid with cash flows from the Station.

Dismissal of Paz Herrera Claims

On May 17, 2019, we were served notice of the judgment dated May 17, 2019, issued by the Commercial National First Instance Court No. 16, Secretariat No. 32, under the docket titled "Paz Herrera Ricardo Adrián c/ YPF S.A. s/ ordinaria" File No 15,221 2017, which dismissed the claim filed by Ricardo Paz Herrera against the Company requesting the annulment of two shareholders' meetings held on April 28, 2017, and imposed payment of expenses on the plaintiff.

Appointment of New Market Relations Officer

On May 9, 2019, YPF S.A. appointed Mr. Ignacio Miguel Rostagno as the new Market Relations Officer in replacement of Mr. Diego Celaá.

Update on Petersen Litigation

In connection with the litigation relating to Petersen Energía Inversora, S.A.U. and Petersen Energía, S.A.U., on June 24, 2019, the Supreme Court of the United States (the "Supreme Court") denied the petitions for writs of certiorari filed by the Company and the Argentine Republic in the proceedings of the reference. Consequently, the prior ruling of the United States Court of Appeals for the Second Circuit, which held that the United States District Court for the Southern District of New York has jurisdiction over this judicial matter is affirmed.

The Supreme Court’s decision did not address the merits of the abovementioned complaint brought against YPF.

The Company is analyzing the Court's decision and will use all necessary legal remedies to defend its interests in accordance with applicable legal procedures. For additional information, see Note 28.b.2) to our Audited Consolidated Financial Statements incorporated by reference to our 2018 20-F and hereto.

RISK FACTORS

You should carefully consider the risks described below and those described in "Item 3. Key Information—Risk Factors" in our 2018 20-F before making an investment decision. Our business, financial condition and results of operations could be materially and adversely affected by any of these risks. The trading price of the notes could decline due to any of these risks, and you may lose all or part of your investment. The risks described below are those known to us and that we currently believe may materially affect us or investors in the notes. Additional risks not presently known to us or that we currently consider immaterial may also impair our business.

Our operations and results of operations are subject to risks as a result of changes in the competitive, economic, political, legal, regulatory, social, industrial, and financial conditions. Investors should carefully consider these risks.

RISKS RELATED TO THE OFFERING

The notes will be effectively subordinated to our secured indebtedness.

The notes will rank at least *pari passu* in right of payment with all of our existing and future unsecured and unsubordinated indebtedness, other than obligations preferred by statute or by operation of law, including, without limitation, tax and labor-related claims. The Indenture will not prohibit us from incurring additional indebtedness and will contain significant exceptions to the restriction on our ability to incur secured debt, and there is no limit on sale-leaseback. If we become insolvent or are liquidated, secured lenders will have priority over claims for payment on the notes to the extent of the assets that constitute their collateral. If any assets remain after payment of secured lenders, those assets may be insufficient to satisfy the claims of the holders of the notes and other unsecured debt as well as of other general creditors entitled to participate ratably with holders of the notes.

We may also issue subordinated notes. In that case, in addition to the priority of certain other creditors described in the preceding paragraphs, subordinated notes will also rank at all times junior in right of payment to certain of our unsecured and unsubordinated indebtedness.

An active trading market for the notes may not develop or be sustained.

The notes are a new issue of securities for which there is currently no active trading market. We will apply to have the notes listed on the Official List of the Luxembourg Stock Exchange for trading on the Euro MTF market and on the MAE; however, we cannot assure you that these applications will be accepted. If the notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and our financial performance.

We cannot assure you that an active trading market for the notes of any series will develop, or, if one does develop, that it will be maintained. If an active trading market for the notes does not develop or is not maintained, the market price and liquidity of the notes may be adversely affected.

The notes will be subject to transfer restrictions which could limit your ability to resell your notes.

The notes have not been registered under the Securities Act or any state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Accordingly, the notes may be offered and sold only (a) to "Qualified Institutional Buyers" (as defined in Rule 144A under the Securities Act) in compliance with Rule 144A; (b) pursuant to offers and sales that occur outside the United States in compliance with Regulation S under the Securities Act; (c) pursuant to another exemption from registration under the Securities Act; or (d) pursuant to an effective registration statement under the Securities Act, in each case in accordance with any applicable securities laws of any state of the United States or any other jurisdiction. These restrictions could impair your ability to resell notes you purchase. See "Transfer Restrictions."

We may redeem the notes prior to maturity.

Any series of notes is redeemable by us (i) in the event of certain changes in Argentine taxes or (ii) at our option for any other reason subject, in certain cases, to payment of the Applicable Redemption Premium (as defined in the Indenture). We may choose to redeem those notes at times when prevailing interest rates may be relatively low. Accordingly, an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the notes.

The terms of the Indenture provide only limited protection against significant events that could adversely impact your investment in the notes.

Upon the occurrence of a Change of Control Repurchase Event (as defined below) we will be required to offer to repurchase all outstanding notes, as provided in the Indenture. However, the Change of Control Repurchase Event provisions will not afford you protection in the event of certain highly leveraged transactions that may adversely affect you. For example, any leveraged recapitalization, refinancing, restructuring or acquisition initiated by us generally will not constitute a Change of Control Repurchase Event (as defined in the Indenture). As a result, we could enter into any such transaction even though the transaction could increase the total amount of our outstanding indebtedness, adversely affect our capital structure or credit rating or otherwise adversely affect the holders of the notes. If any such transaction were to occur, the value of your notes could decline. In addition, the Indenture contains only limited financial covenants.

The price at which holders will be able to sell their notes prior to maturity will depend on a number of factors and may be substantially less than the amount holders originally invested.

The market value of the notes at any time may be affected by changes in the level risks perceived in connection with the Company or the market. For example, an increase in the level of the risk perceived could cause a decrease in the market value of the notes. Conversely, a decrease in the level of risk perceived may cause an increase in the market value of the notes.

The level of risk perceived will be influenced by complex and interrelated political, economic, financial and other factors that can affect the money markets generally and / or the market in which the Company operates. Volatility is the term used to describe the size and frequency of market fluctuations. If the volatility of the perception of the risk varies, the market value of the notes may change.

Holders of notes may find it difficult to enforce civil liabilities against us or our directors, officers and controlling persons.

We are organized under the laws of Argentina and our principal place of business (*domicilio social*) is in the City of Buenos Aires, Argentina. Our directors, officers and controlling persons reside outside the United States. In addition, a substantial portion of our assets and their assets is located outside the United States. As a result, it may be difficult for holders of notes to effect service of process within the United States on such persons or to enforce judgments against them, including in any action based on civil liabilities under the U.S. federal securities laws. In addition, under Argentine law, enforcement of foreign judgments would be recognized, provided that the requirements of Articles 517 through 519 of the National Code of Civil and Commercial Procedure are complied with, including the requirement that the judgment does not violate principles of public policy of Argentine law, as determined by the Argentine court. We cannot assure you that an Argentine court would not deem the enforcement of foreign judgments, requiring us to make a payment under the notes in foreign currency outside of Argentina, to be contrary to Argentine public policy, if at that time there are legal restrictions prohibiting Argentine debtors from transferring foreign currency outside of Argentina to cancel indebtedness. Based on the opinion of our Argentine counsel, there is doubt as to the enforceability against our directors, officers and controlling persons in Argentina, in original actions, of liabilities based solely on the U.S. federal securities laws. Our Argentine counsel has also advised us that the enforcement in an Argentine court of judgments of U.S. courts in respect of liabilities based solely on the U.S. federal securities laws shall be subject to compliance with the above described requirements of the National Code of Civil and Commercial Procedure.

Certain of our assets may not be attached or foreclosed on.

Pursuant to Argentine law, assets that are essential to the provision of a public service may not be attached, whether preliminarily or in aid of execution. As a result, Argentine courts may not order enforceability of judgments against any of our assets that are found by a court of law to be essential to the provision of a public service.

We cannot assure you that the credit ratings for the notes will not be lowered, suspended or withdrawn by the Rating Agencies.

The credit ratings of the notes may change after issuance. Such ratings are limited in scope, and do not address all material risks relating to an investment in the notes, but rather reflect only the views of the Rating Agencies at the time the ratings are issued. An explanation of the significance of such ratings may be obtained from the Rating Agencies. We cannot assure you that such credit ratings will remain in effect for any given period of time or that such ratings will not be lowered, suspended or withdrawn entirely by the Rating Agencies, if, in the judgment of such Rating Agencies, circumstances so warrant. Any lowering, suspension or withdrawal of such ratings may have an adverse effect on the market price and trading of the notes.

Payments of judgments against us on the notes could be in pesos.

In the event that proceedings are brought against us in Argentina, either to enforce a judgment or as a result of an original action brought in Argentina, we may not be required to discharge those obligations in a currency other than pesos or the then applicable Argentine currency. As a result, investors may suffer a U.S. dollar shortfall if they obtain a judgment or a distribution in bankruptcy in Argentina if the investors are not able to acquire in the Argentine foreign exchange market the equivalent U.S. dollars at the prevailing exchange rate. Under existing exchange control regulations, foreign investors are allowed to acquire U.S. dollars in the official exchange markets with the proceeds of the collection of pesos received (whether from the debtor or through the enforcement of claims against the assets of the debtor) in payment of interest or principal of debt, including notes such as the notes contemplated herein, which complies with certain requirements, including that the proceeds of the borrowings were liquidated in the Argentine official exchange market. However, these exchange regulations may be eliminated, suspended or materially amended.

We may be unable to repurchase the notes upon a Change of Control Repurchase Event.

Upon the occurrence of a Change of Control Repurchase Event (as defined in the Indenture), we will be required to offer to repurchase all outstanding notes at a price of 101% of their principal amount plus accrued and unpaid interest. Our source of funds for any such purchase of the notes will be available cash, cash generated from our subsidiaries or other sources, including borrowings, sales of assets or sales of equity. The sources of cash may not be adequate to permit us to repurchase the notes upon a Change of Control Repurchase Event. Any failure on our part to offer to repurchase the notes, or to repurchase notes tendered following a Change of Control Repurchase Event, may result in a default under the Indenture and may be an event of default under the agreements governing our other indebtedness. For further information, see "Description of the Notes—Repurchase of Notes upon a Change of Control Repurchase Event."

Risks relating to Argentina and the Argentine oil and gas business and our business.

Prospective investors in the notes should carefully consider the additional risk factors discussed under "Item 3. Key Information—Risk Factors" of our 2018 20-F.

USE OF PROCEEDS

We will use the proceeds from the sale of the notes, which will be U.S.$491,780,000 before fees and expenses, in compliance with the requirements of Article 36 of the Negotiable Obligations Law for (a) the payment of fees and expenses in connection with the issuance of notes, (b) working capital in Argentina (including, without limitation, all uses that affect our assets and short-term liabilities, including purchasing inventory, payments to suppliers for our operations and activities, and compensation to employees), and (c) for investments in fixed assets located Argentina (including, without limitation, investments in land and buildings, mining property, wells and related equipment, distillery equipment and petrochemical plants, transportation equipment, materials and equipment in storage, exploratory drilling, fixtures and installations, and commercialization equipment). To the extent there are any remaining proceeds following the uses in (a) through (c) above, we intend to use such excess proceeds for repayment and/or refinancing of indebtedness.

Pending such uses, the proceeds from the sale of the notes may be invested in short-term temporary investments, including, among others, high-quality marketable securities, fixed-term deposits and money market instruments. The amount of net proceeds is U.S.$489,846,666.67.

EXCHANGE RATES AND FOREIGN EXCHANGE CONTROLS

From April 1, 1991 until the end of 2001, the Convertibility Law (Law No. 23,928) established a fixed exchange rate which required the Central Bank to sell U.S. dollars at one peso per U.S. dollar. On January 6, 2002, the Argentine Congress enacted the Public Emergency and Foreign Exchange System Reform Law (Law No. 25,561, the "Public Emergency Law"), formally putting an end to the Convertibility Law regime and abandoning the U.S. dollar-peso parity. The Public Emergency Law, which had been periodically extended and expired on December 31, 2017, by virtue of Law No. 27,200, had granted the National Executive Branch the power to set the exchange rate between the peso and foreign currencies and to issue regulations related to the foreign exchange market. Following a brief period during which the Argentine government established a temporary dual exchange rate system pursuant to the Public Emergency Law, the peso has been allowed to float freely against other currencies since February 2002, although the government has the power to intervene by buying and selling foreign currency for its own account, a practice in which it engages on a regular basis. The annual rate of devaluation of the peso was approximately 101.4% from December 31, 2017 to December 31, 2018, based on the period-end exchange rates for U.S. dollars as of December 31, 2018 and 2017.

By means of Decree No. 27/2018 dated January 11, 2018, the Free Exchange Market (Mercado Libre de Cambios - "MELI") was created, as a replacement of the Free Single Exchange Market (Mercado Unico Libre de Cambios - "MULC"), for purposes of providing additional flexibility to the market, to enable competition and allow for the entry of new operators into the foreign exchange market, thus reducing systemic costs. Exchange operations will be conducted through the MELI by financial entities and other participants authorized by the Central Bank to conduct regular transactions or purchase and sale of foreign currency, gold coins or deliverable gold bars and travelers' checks, and transfers and similar analogous foreign exchange operations.

The following table sets forth the annual high, low, average and period-end exchange rates for U.S. dollars for the periods indicated, expressed in nominal pesos per U.S. dollar, based on rates quoted by the Central Bank. The Federal Reserve Bank of New York does not report a noon buying rate for the Argentine peso.

	Low	High	Average[(1)]	Period End
		(pesos per U.S. dollar)		
Year ended December 31,				
2014	6.54	8.56	8.23	8.55
2015	8.73	13.76	9.39	13.01
2016	13.07	16.04	14.78	15.85
2017	15.17	18.83	16.76	18.77
2018	18.42	40.90	29.32	37.81
Month				
January 2019	37.04	37.93	37.41	37.04
February 2019	37.20	40.04	38.41	39.00
March 2019	39.45	43.70	41.36	43.35
April 2019	41.56	45.63	43.23	44.01
May 2019	44.42	45.57	44.93	44.87
June 2019 (through June 18)	43.59	44.98	44.44	43.66

(1) Calculated using the average of the exchange rates on the last day of each month during the period (for annual periods), and the average of the exchange rates on each day during the period (for monthly periods).

Foreign Exchange Controls

In accordance with Communication "A" 6436 of the Central Bank, effective as of January 20, 2018, all prior Argentine foreign exchange restrictions were revoked (unless otherwise indicated), and replaced by the regulations which follow the following principles:

- Any individual or entity is able to freely trade through the MELI.

- All foreign exchange transactions must be conducted through an authorized financial entity.

- The restriction on hours of operation for the foreign exchange market were eliminated.

- Argentine residents are now required to comply with a survey of foreign assets and liabilities (as explained below), even if there was no inflow of funds to the MELI and/or if the resident will not require future access to MELI.

- The obligation to execute foreign exchange tickets for each foreign exchange transaction was eliminated; provided, however that the intervening financial entity's obligation to register all transactions it conducts remains in effect.

- Financial entities must comply with anti-money laundering regulations and those relating to prevention of financing of terrorism.

- Foreign exchange transactions are to be conducted at an exchange rate freely agreed between the parties.

Survey of foreign assets and liabilities

On December 26, 2017, through Communication "A" 6401 (as supplemented by Communication "B" 11712), the Central Bank implemented a unified reporting regime applicable as of December 31, 2017. The reporting requirements under the information regime vary depending upon the final balance or amount of foreign assets and liabilities:

- For individuals or entities for whom the balance or the acquisition or sale of external assets and liabilities at the end of a given calendar year are equal to or exceed the equivalent of US$50 million, a quarterly declaration prior to the end of each quarter and an annual declaration, which permits the correction, affirmation or update of quarterly declarations, must be filed.

- For individuals or entities for whom the balance or the acquisition or sale of external assets and liabilities at the end of a given calendar year are equal to or greater than US$10 million, but less than US$50 million, only an annual declaration is required.

- For individuals or entities for whom the balance or the acquisition or sale of external assets and liabilities at the end of a given calendar year are equal to or greater than US$1 million but less than US$10 million, only a simplified annual declaration is required.

There is no reporting obligation for individuals or entities for which the balance or the acquisition or sale of foreign assets and liabilities at the end of a given calendar year are less than US$1 million.

In accordance with the provisions of Communication "A" 6594 of the Central Bank, natural persons are exempt from the declaration of external assets.

For further information regarding all the current foreign exchange restrictions and control regulations, investors should seek advice from their legal advisors and read the applicable rules mentioned herein, as well as its amendments and complementary regulations, which are available at the website: http://www.infoleg.gob.ar/, or the Central Bank's website: www.bcra.gov.ar, as applicable.

CAPITALIZATION

The following table sets forth our indebtedness, shareholders' equity and total capitalization as of March 31, 2019 on an actual basis and as adjusted to give effect to this offering. You should read this table in conjunction with the information under the section entitled "Item 5. Operating and Financial Review and Prospects" in our 2018 20-F, our Audited Consolidated Financial Statements and our Unaudited Condensed Interim Consolidated Financial Statements.

	As of March 31, 2019	
	Actual	**As Adjusted [1]**
	(in millions of pesos)	
Current loans	**75,868**	**75,868**
With Guarantee	-	-
Without Guarantee	75,868	75,868
Non-current loans	**307,414**	**328,634**
With Guarantee	-	-
Without Guarantee	307,414	328,634
Total loans	**383,282**	**404,502**
Total shareholders' equity	410,643	410,643
Total capitalization[1]	**793,925**	**815,145**

(1) Amounts related to the notes which were converted at the exchange rate published by *Banco de la Nación Argentina* on June 24, 2019 of Ps. 42.44 to U.S.$1.00.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with, and is qualified in its entirety by reference to, our Unaudited Condensed Interim Consolidated Financial Statements and notes thereto included in our Q1 2019 6-K.

Segment Reporting

We report our business into the following segments: (i) Upstream, which consists of our "Upstream" oil and gas exploration and production segment; (ii) Downstream, which consists of our "Refining and Marketing" and "Chemicals" segments; (iii) Gas and Power, which consists of our "Natural Gas Distribution and Electricity Generation" segment; and (iv) Central Administration and Other, which consists of our "Central Administration and Other" segment in connection with our segment reporting.

Sales between business segments were made at internal transfer prices established by the Company, which generally seek to approximate market prices.

Summary of Unaudited Condensed Interim Consolidated Statements of Comprehensive Income

	For the three-month period ended March 31,	
	2019	**2018**
	(in millions of pesos)	
Revenues	130,907	75,823
Cost	(104,754)	(63,438)
Gross profit	**26,153**	**12,385**
Selling expenses	(9,820)	(5,181)
Administrative expenses	(4,768)	(2,354)
Exploration expenses	(1,521)	(323)
Impairment of property, plant and equipment	-	-
Other net operating results	587	12,827
Operating income	10,631	17,354
Income from equity interests in associates and joint ventures	1,559	214
Net financial results	8,023	118
Net profit before income tax	**20,213**	**17,686**
Income tax	(28,366)	(11,700)
Net (loss) / profit for the period	**(8,153)**	**5,986**
Other comprehensive income for the period	56,337	13,509
Total comprehensive income for the period	48,184	19,495

Our business is inherently volatile due to the influence of exogenous factors such as internal demand, market prices, financial availability for our business plan and the corresponding costs, and government regulations. Consequently, our past financial condition, results of operations and the trends indicated by such results and financial condition may not be indicative of future financial condition, results of operations or trends in future periods.

Factors Affecting Our Operations

Our operations are affected by a number of factors, including:

- the volume of crude oil, oil byproducts and natural gas we produce and sell;
- regulation of domestic pricing, mainly related to gas;

- our pricing policy regarding the sale of fuel;
- export administration by the Argentine government and domestic supply requirements;
- international and domestic prices of crude oil and oil products;
- our capital expenditures and financing availability;
- high levels of inflation;
- cost increases;
- domestic market demand for hydrocarbon products;
- operational risks, labor strikes and other forms of public protest in Argentina;
- taxes, including export taxes;
- regulation of capital flows;
- abrupt changes in the Argentine peso/U.S. dollar exchange rate;
- the revocation of our concessions in case of noncompliance with certain provisions as set by laws and agreements with provinces in Argentina;
- dependence on the infrastructure and logistics network used to deliver our products;
- laws and regulations affecting our operations, such us import regulations; and
- interest rates.

Principal Income Statement Line Items

The following is a brief description of the principal line items of our statement of comprehensive income.

Revenues

Revenues primarily include our consolidated sales of crude oil and natural gas and refined fuel and chemical products net of the payment of applicable fuel transfer taxes and turnover taxes. Customs duties on exports are accounted for as selling expenses in our consolidated results of operations. Royalty payments required to be made to a third party, whether payable in cash or in kind, which are a financial obligation, or are substantially equivalent to a production or similar tax, are accounted for as a cost of production and are not deducted from revenues.

Costs

The following table presents, for each of the periods indicated, a breakdown of our consolidated costs by category:

	For the three-month period ended March 31	
	2019	**2018**
	(in millions of pesos)	
Inventories at beginning of year	53,324	27,149
Purchases	36,104	17,717
Production costs	72,848	45,671
Translation effect	8,239	2,131
Adjustment for inflation	99	-
Inventories at end of period	(65,860)	(29,230)
Costs	104,754	63,438

The table below presents, for each of the periods indicated, a breakdown of our consolidated production costs by category:

	For the three-month period ended March 31,	
	2019	**2018**
	(in millions of pesos)	
Salaries and social security taxes	5,742	3,457
Fees and compensation for services	392	279
Other personnel expenses	1,652	1,054
Taxes, charges and contributions	1,618	672
Royalties, easements and cannons	8,304	5,793
Insurance	503	261
Rental of real estate and equipment	1,833	1,671
Depreciation of property, plant and equipment	26,893	18,178
Amortization of intangible assets	418	213
Depreciation of right-of-use assets	1,897	-
Industrial inputs, consumable materials and supplies	4,213	1,730
Operation services and other service contracts	4,457	3,220
Preservation, repair and maintenance	9,329	5,566
Transportation, products and charges	4,166	2,329
Fuel, gas, energy and miscellaneous	1,431	1,248
Total	72,848	45,671

Other operating results, net

Other operating results, net principally includes, results derived from the sale of participation in areas, results derived from companies' revaluation, reserves for pending lawsuits and other claims, provisions for environmental remediation and provisions for defined benefit pension plans and other post-retirement benefits.

Financial results, net

Financial results, net consists of the net of gains and losses on interest paid and interest earned and foreign currency exchange differences, financial accretion (corresponding to the change in the remaining discounted cash flows of a long-term asset or liability) and fair value gains on financial assets at fair value through profit or loss.

Income tax

Income tax includes the current income tax and deferred income tax expenses for the three-month period ended March 31, 2019 and 2018. See Note 17 to the Unaudited Condensed Interim Consolidated Financial Statements.

Results of operations

Consolidated results of operations for the three-month periods ended March 31, 2019 and 2018

The following table sets forth certain financial information as a percentage of revenues for the periods indicated.

	For the three-month period ended March 31,	
	2019	**2018**
	(percentage of revenues)	
Revenues	100.00%	100.00%
Costs	(80%)	(84%)
Gross profit	20%	16%
Selling expenses	(7%)	(3%)
Administrative expenses	(4%)	(7%)
Exploration expenses	(1%)	0%
Impairment of property, plant and equipment	0%	0%
Other net operating results,	0%	17%
Operating profit	8%	23%

The tables below present, for the periods indicated, volume and price data with respect to our consolidated sales of our principal products in the domestic and export markets, respectively.

Domestic Market	**For the three-month period ended March 31,**							
	2019				**2018**			
Product	**Units sold**		**Average price per unit[1]**		**Units sold**		**Average price per unit[1]**	
	(in pesos)				**(in pesos)**			
Natural gas [2]	2,393	mmcm	5,225	/mcm	3,373	mmcm	3,526	/mcm
Diesel	1,874	mcm	23,822	/cm	1,870	mcm	13,176	/cm
Gasoline	1,363	mcm	22,941	/cm	1,373	mcm	14,137	/cm
Fuel oil	9	mtn	17,824	/ton	7	mtn	7,564	/ton
Petrochemicals	111	mtn	20,640	/ton	152	mtn	10,763	/ton

(1) Average prices shown are net of applicable domestic fuel transfer taxes payable by consumers in the domestic market and are calculated over the revenues obtained by the Company and the volumes sold for each product.

(2) Revenues from retail distribution of natural gas are not included.

Export Markets	For the three-month period ended March 31,							
	2019				2018			
Product	Units sold		Average price per unit[1]		Units sold		Average price per unit[1]	
	(in pesos)				(in pesos)			
Natural gas	121	mmcm	6,453	/mcm	-	mmcm	-	/mcm
Diesel	33	mmcm	28,565	/mcm	41	mmcm	13,081	/mcm
Gasoline	34	mcm	18,018	/m³	17	mcm	8,664	/m³
Fuel oil	49	Mtn	17,049	/ton	57	Mtn	7,616	/ton
Petrochemicals[2]	85	mtn	26,243	/ton	60	Mtn	15,388	/ton

(1) Average prices shown are gross of applicable export withholding taxes payable by us and are calculated over the basis of revenues obtained by the Company and the volumes sold for each product.

(2) Includes exports of refined paraffinic.

Revenues

Revenues during the three-month period ended March 31, 2019 were Ps. 130,907 million, representing a 72.6% increase compared to Ps. 75,823 million during the same period in 2018. Among the main factors contributing to the increase were:

- Diesel revenues in the Argentine domestic market increased by Ps. 20,000 million, or 81.2%, primarily as a result of an increase in the average price for diesel mix of approximately 80.8%, and an increase in sales volumes of approximately 0.2%, despite the decrease in the overall market for this product of approximately 3.7%. Additionally, sales volumes of Infinia diesel, a premium diesel, increased by 2.5%;

- Gasoline revenues in the Argentine domestic market increased by Ps. 11,860 million, or 61.1%, as a result of an increase in the average price for gasoline mix of approximately 62.3%, which was partially offset by a decrease in the aggregate sales volumes of approximately 0.7%, despite an approximately 5.6% decrease in the overall market for this product. Nevertheless, sales volumes of Infinia gasoline, a premium gasoline, decreased by 23.2%;

- Natural gas revenues increased by Ps. 611 million, or 5.1%, as a result of an increase in the average price of 48.2%, offset by a decrease in sales volumes of 29.1%. The decrease in sales volumes is explained by the decrease in demand for natural gas, and consequent lower gas production, which occurred during the first quarter of 2019;

- Natural gas revenues to the retail segment (residential and small general service category) increased by Ps. 2,714 million, or 100.7%. This increase was mainly explained by (i) an inflation adjustment in an amount of Ps. 158 million made by our subsidiary Metrogas (whose functional currency is the Argentine Peso), (ii) an increase in the average price of 30.1% and (iii) an increase in sales volumes through its distribution network of 37.9%;

- Other revenues in the Argentine domestic market increased by Ps. 10,187 million, or 105.6%, mainly due to an increase of LPG revenues by 46.3%, aerokerosene revenues by 141.5%, crude oil revenues by 611.6%, petrochemicals revenues by 40.2%, carbon revenues by 79.1%, fertilizer revenues by 136.2%, asphalt revenues by 6.5% and lubricant revenues by 64%, all due to higher prices of those products, partly offset by a decrease in sales volumes of virgin gasoline by 68%; and

- Export revenues increased by Ps. 9,712 million, or 128.8%, primarily due to increases in exports of aerokerosene by Ps. 3,205 million, or 139%, due to an increase in average prices in Argentine peso terms by 90.8%, and an increase in sales volumes of 25.3% as well as increases in export

volumes and prices of petrochemicals, representing incremental revenues of Ps. 1,299 million or 140.5%. Export revenues of crude oil increased by Ps. 1,404 million due to higher sales volumes. Exports of soybean meal and oil increase by Ps. 1,037 million, or 87.3%, due to an increase of 58.8% in average prices in Argentine peso terms and an increase of 17.9 % in sales volumes.

Costs

Costs during the three-month period ended March 31, 2019 were Ps. 104,754 million, representing a 65.1% increase compared to Ps. 63,438 million during the same period in 2018, including increases in production costs and purchases of 59.5% and 103.8%, respectively. Among the main factors contributing to this increase were:

- Property, plant and equipment depreciation costs increased by Ps. 8,715 million, or 47.9%, primarily as a result of overall increases in Argentine peso terms of the value of fixed assets, which was related to the devaluation of the Argentine peso against the U.S. dollar, which is the functional currency of the Company, which was partially offset by a decrease in the amortization coefficient due to the incorporation of reserves during 2018;

- Total lifting costs increased by Ps. 9,479 million, or 78.1%, considering an increase of the unit indicator in Argentine peso terms of 101.8%, weighted by falling production volumes;

- Royalty and other charges related to the production increased by Ps. 2,325 million, or 42%, with an increase of Ps. 2,180 million, or 57.4%, in crude oil royalties, and an increase of Ps. 145 million, or 8.4%, in natural gas royalties and other charges associated with the production of natural gas, in both cases due to the higher value at the wellhead of these products measured in pesos, partially affected to the downside by the lower production of natural gas in 2019 and as mentioned above, transportation costs increased by Ps. 1,837 million, or 78.9%, mainly due to increases in rates; and

- Refining costs increased by Ps. 1,437 million, or 54.1%. This increase was driven by higher charges for consumption of materials, spare parts, and other supplies. As a result of this and also due to lower processing level in refineries by 7.5%, the unit refining cost in the first quarter of 2019 increased by 66.6% compared to the same period of 2018;

Purchases

- Fuel imports increased by Ps. 3,720 million, or 132%, mainly due to higher imports of gas oil by $1,637 million, or 68.2%, and jet fuel by $2,189 million, or 28.5%, due to higher volumes imported due to the lower level of processing at the La Plata refinery in 2019, as well as the devaluation that occurred in the aforementioned period;

- Purchases of crude oil from third parties increased by Ps. 4,746 million, or 97.8%, due to an increase of 64.7% in the average purchase price paid to third parties in pesos, and an increase in purchase volumes of approximately 20.1%. However, purchases of light crudes have increased compared to a lower acquisition of heavy crudes;

- Natural gas purchases from other producers in order to sell to the retail segment (residential and small general service category) increased by Ps. 2,718 million, or 171.9% mainly due to the registration in its purchases of an adjustment for inflation of $57 million, an increase in the average prices of approximately 49.9% and an increase in volumes acquired of 79%;

- Purchases of biofuels increased by Ps. 3,080 million, or 69.5%, mainly due to an increase of 63.9% in the price of fatty acid methyl esters (“FAME”) (a natural product added to commercial grade diesel), and 54.9% in the price of bioethanol and the increase in the volumes purchased of FAME of 10.4% and of bioethanol of 1.9%;

- Receipt of grain increased by Ps. 825 million, or 74.8%, through the modality of exchange in the Agro sales segment, which are accounted for as purchases. This increase was due to an increase of 50.7% in the average price and 16% in the volumes received; and

- During the first quarter of 2019, a positive inventory variation of Ps. 4,198 million was registered, compared to the negative inventory variation registered in the first quarter of 2018 of Ps. 50 million, mainly as a consequence of the increase in the cost of inventories of the Company, affected mainly by the higher depreciation charge versus the closing of 2018, associated with the crude oil, from the reversal of the provision for impairment of the assets of the oil cash generating units in the fourth quarter of 2018 and the higher costs of extraction (lifting cost) mentioned above.

Selling expenses

Selling expenses during the three-month period ended March 31, 2019 were Ps. 9,820 million, representing an increase of 89.5% compared to the Ps. 5,181 million recorded during the same period of 2018, mainly due to higher charges for transportation of products, mainly linked to the increase in fuel transportation rates in the domestic market, higher taxes, fees and contributions mainly due to the increase in export taxes, higher charges for depreciation of fixed assets and higher personnel expenses, among others.

Administrative expenses

Administrative expenses during the three-month period ended March 31, 2019 were Ps. 4,768 million, representing a 102.5% increase compared to Ps. 2,354 million during the same period in 2018, primarily as a result of increases in personnel costs, IT service contracts and licenses, many of which are dollarized, to the higher charges related to institutional advertising and to higher charges in the depreciation of fixed assets.

Exploration expenses

Exploration expenses during the three-month period ended March 31, 2019 were Ps. 1,521 million, representing a 370.9% increase compared to Ps. 323 million in exploration expenses during the same period in 2018, mainly due to higher negative results from unproductive exploratory drilling in the current year, for a differential amount of Ps. 815 million versus the same period in the previous year. In turn, higher expenses of seismic and geological studies were recorded for Ps. 180 million. It should be noted that the exploratory investments during the first quarter of 2019 were 65.1% higher than the same period of the previous year.

Other operating results, net

Other operating results, net, during the three-month period ended March 31, 2019 were a gain of Ps. 587 million, compared to a gain of Ps. 12,827 million during the same period in 2018. The variation corresponds mainly to the recording of the result of the revaluation of the Company's investment in YPF EE for Ps. 11,980 million in the first quarter of 2018, as a result of the agreement for the capitalization, subscribed between the Company and a subsidiary of GE Financial Services, Inc.

Operating income

Operating income for the three-month period ended March 31, 2019 was Ps. 10,631 million due to the factors discussed above, representing a 38.7% decrease compared to a gain of Ps. 17,354 million during the same period in 2018. It is worth clarifying that isolating the effect of the revaluation of YPF's investment in YPF EE mentioned in the previous paragraph, the variation in operating income would have represented an increase of 97.8% with respect to the same period of the previous year.

Financial results, net

During the three-month period ended March 31, 2019, financial results, net, was a gain of Ps. 8,023 million compared to a gain of Ps. 118 million during the same period in 2018. In this order, a higher net positive charge was recorded due to a greater positive exchange difference on net monetary liabilities in pesos of Ps. 7,734 million, due

to the depreciation of the peso observed during the first quarter of 2019, compared to the same period of 2018, when the devaluation of the local currency was lower. In turn, higher negative interests were recorded for Ps. 3,337 million, as a result of higher average indebtedness, measured in pesos, and higher interest rates during the first quarter of 2019 and compared to the same period of 2018. Lastly, lower positive charges for financial accretion were recorded for Ps. 1,154 million, and higher interest earned for Ps. 819 million.

Income tax

Income tax during the three-month period ended March 31, 2019 was a loss of Ps. 28,366 million, compared to a loss of Ps. 11,700 million during the same period in 2018. This difference has its origin mainly in the decision adopted by the Company to adhere to the tax revaluation and the payment plan in relation to certain claims it faced from the federal tax authorities. See Note 17 to the Unaudited Condensed Interim Consolidated Financial Statements.

Net (loss) / profit and other comprehensive income

Net loss during the three-month period ended March 31, 2019 was a loss of Ps. 8,153 million, compared to a gain of Ps. 5,986 million during the same period in 2018.

Other comprehensive income during the three-month period ended March 31, 2019 was Ps. 56,337 million compared to income of Ps. 13,509 million during the same period in 2018. This increase was mainly attributable to the greater appreciation of property, plant and equipment.

As a result of the foregoing, total comprehensive income during the three-month period ended March 31, 2019 was a gain of Ps. 48,184 million, compared to a gain of Ps. 19,495 million during the same period in 2018.

Consolidated results of operations by business segment for the three-month periods ended March 31, 2019 and 2018

The following table sets forth net revenues and operating income for each business segment for the three-month period ended March 31, 2019 and 2018:

	Upstream		Gas and Power	Downstream	Central Administration and Other	Consolidations[1]	Total
For the three-month period ended March 31, 2019							
Revenues from sales	321		20,043	108,365	3,408	(1,230)	130,907
Revenues from intersegment	55,224		1,745	572	4,816	(62,357)	-
Revenues	55,545		21,788	108,937	8,224	(63,587)	130,907
Operating profit / (loss)	(1,663)		(234)	13,283	(2,056)	1,301	10,631
Income from equity interests in associates and joint ventures	-		1,442	117	-	-	1,559
Depreciation of property, plant and equipment	23,125	[2]	269	4,027	627	-	28,048
Acquisition of property, plant and equipment	24,804		1,177	3,568	828	-	30,377
Assets	572,482		145,013	352,457	98,021	(5,411)	1,162,562
For the three-month period ended March 31, 2018							
Revenues from sales	220		15,542	60,062	875	(876)	75,823
Revenues from intersegment	38,484		1,476	275	2,016	(42,251)	-
Revenues	38,704		17,018	60,337	2,891	(43,127)	75,823
Operating profit / (loss)	2,148		12,251	[3] 4,009	(989)	(65)	17,354
Income from equity interests in associates and joint ventures	-		174	40	-	-	214
Depreciation of property, plant and equipment	16,300	[2]	57	2,076	281	-	18,714
Acquisition of property, plant and equipment	13,033		379	1,255	207	-	14,874
As of December 31, 2018							
Assets	480,263		129,885	307,312	82,762	(6,206)	994,016

(1) Corresponds to the elimination among segments of the Company.
(2) Includes depreciation of charges for impairment of property, plant and equipment.
(3) Includes the result for revaluation of the interest in YPF EE. See Note 3 to the Audited Consolidated Financial Statements.

Upstream

During the three-month period ended March 31, 2019, the Upstream business segment had an operating loss of Ps. 1,663 million, compared to an operating profit of Ps. 2,148 million in the same period of 2018.

Revenues from sales of crude oil and natural gas increased by 43.5% during the first quarter of 2019 compared to the same period of the previous year, reaching Ps. 55,545 million, compared to Ps. 38,704 million during the same period of 2018. This increase is mainly due to the following factors:

- Oil sales increased Ps. 14,079 million or 54.3%, due to the oil intersegment price increased approximately 61.3% measured in pesos (decrease of 18.6% in U.S. dollars). Likewise, the volume of crude oil transferred between the Upstream business segment and the Downstream business segment showed a decrease of 2.5% (approximately 83 thousand m3). Oil production during the first quarter of 2019 decreased by 0.5% compared to the same period of 2018, reaching 226 thousand barrels per day; and

- Sales of natural gas increased by Ps. 1,506 million, or 11.7%, as a consequence of a 50.4% increase in the average price in pesos and considering the devaluation produced between both periods. Likewise, the volume of natural gas transferred between the Upstream business segment and the Gas and Energy business segment decreased by 25.7%, mainly due to lower demand for

natural gas. The production of natural gas during the first quarter of 2019 decreased by 20.6% compared to the same period of 2018, reaching 34.7 Mm3/day.

Total operating costs in respect of our operations in Argentina during the three-month period ended March 31, 2019 were Ps. 55,807 million (excluding exploration costs), representing an 50.5% increase compared to Ps. 37,073 million in the same period in 2018. Among the main factors contributing to the increase were:

Property, plant and equipment depreciation costs increased by approximately Ps. 6,826 million, or 41.9%, primarily as a result of overall increases in Argentine peso terms of the value of fixed assets, which was related to the devaluation of the Argentine peso against the U.S. dollar, which is the functional currency of the Company, partially offset by a decrease in the amortization coefficient as a result of the incorporation of reserves during the year 2018.

Total lifting costs increased by Ps. 9,479 million, or 78.1%, considering an increase of the unit indicator in Argentine peso terms of 101.8%, weighted by falling production before commented;

Royalty and other charges related to the production increased by Ps. 2,325 million, or 42%, with an increase of Ps. 2,180 million, or 57.4%, in crude oil royalties, and an increase of Ps. 145 million, or 8.4%, in natural gas royalties and other charges associated with the production of natural gas, in both cases due to the higher value at the wellhead of these products measured in pesos, partially affected to the downside from the lower production of natural gas in 2019 and as mentioned above; and

Transport costs linked to production (truck, pipelines and pipelines in deposits) increased by Ps. 812 million, which represents an increase of 103.5%, mainly due to an increase in tariffs in pesos.

Exploration expenses during the three-month period ended March 31, 2019 were Ps. 1,513 million, representing a 368.3% increase compared to Ps. 323 million in exploration expenses during the same period in 2018, mainly due to higher negative results from unproductive exploratory drilling in the current year, for a differential amount of Ps. 815 million versus the previous year. In turn, higher expenses of seismic and geological studies were recorded for Ps. 180 million. It should be noted that the exploratory investment during the first quarter of 2019 was 65.1% higher than the same period of the previous year, totaling Ps. 570 million.

Downstream

Operating income for the Downstream business segment during the three-month period ended March 31, 2019 were Ps. 13,283 million, representing an increase of 231.3% compared to operating income of Ps. 4,009 million during the same period of 2018.

During the three-month period ended March 31, 2019, the processing level of our refineries was, on average, 269 thousand barrels per day of oil, standing at approximately 7.5% below the level observed in the same period of 2018, mainly due to incidents in the Topping D furnace of the La Plata Industrial Complex and power cuts in La Plata and Luján de Cuyo. With these levels of processing a lower production of 9.4% gas oil was obtained, compensated with a higher production of 3.2% naphtha (the latter corresponds to the greater production of Super naphtha, 7.2% compensated in part by a lower production of Nafta Infinia, 6.1%). Additionally, the production of other refined products such as LPG, petroleum coal, fuel oil, asphalts, lubricant bases and petrochemical naphtha decreased, all in comparison with the productions of the previous period.

Revenues from the Downstream business segment during the three-month period ended March 31, 2019 were Ps. 108,937 million, representing an 80.5% increase compared to Ps. 60,337 million in the same period in 2018. Among the different aspects, favorable and unfavorable, that affected the revenues, the following stand out:

- Diesel revenues in the Argentine domestic market increased by Ps. 20,000 million, or 81.2%, primarily as a result of an increase in the average price for diesel mix of approximately 80.8%, and an increase in sales volumes of approximately 0.2%, despite the decrease in the overall market for this product of approximately 3.7%. Additionally, sales volumes of Infinia diesel, a premium diesel, increased by 2.5%;

- Gasoline revenues in the Argentine domestic market increased by Ps. 11,860 million, or 61.1%, as a result of an increase in the average price for gasoline mix of approximately 62.3%, which was partially offset by a decrease in the aggregate sales volumes of approximately 0.7%, despite an approximately 5.6% decrease in the overall market for this product. Nevertheless, sales volumes of Infinia gasoline, a premium gasoline, decreased by 23.2%;

- Other revenues in the Argentine domestic market increased by Ps. 7,030 million, or 80.3%. It highlights the highest sales of aerokerosene by 141.5%, the highest sales of LPG, which increased by 46.3%, petrochemical products by 40.2%, the highest sales of coal by 79.1%, fertilizers in 136.2% and lubricants in 64%, in all these cases mainly due to the higher prices of these products, as well as the higher commercialized volumes of virgin naphtha; and

- Revenues obtained by the Downstream business segment in the foreign market increased by Ps. 9,710 million, or 128.8%. They stand out among them, the greater sales of aerokerosene by Ps. 3.205 million, or 139%, due to an increase in the average prices of sale measured in pesos of 90.8% and in 25.3% in the volumes sold. Foreign sales of petrochemical products increased by Ps. 1,299 million, or 140.5% due to higher sales volumes and better prices obtained. In addition, coal sales increased by Ps. 196 million, with a sales volume higher by 15.2% compared to the same period of 2018, and higher sales of LPG by Ps. 53 million corresponding to a better average price obtained in weights and partially compensated by lower sales volume. There were also higher foreign sales of crude oil for Ps. 1,404 million, or 604.4%, mainly due to a greater commercialized volume of 277.5%. Additionally, higher sales of flours and oils were recorded for Ps. 1,037 million, or 87.3%, due to an increase in average sales prices measured in pesos and a higher sales volume.

Total operating costs increased 69.3% during the three-month period ended March 31, 2019, reaching Ps. 86,804 million compared to Ps. 51,271 million during the same quarter of 2018. The following stand out within this variation:

- Increase in purchases of crude oil for Ps. 19,752 million or 63.9%. A rise of 62.1% was observed in the prices of crude oil expressed in pesos, mainly due to the devaluation that occurred in 2019. In turn, the volume purchased from third parties increased by 20.1% (approximately 126 thousand m3), while the volume of crude transferred from the Upstream business segment decreased by 2.5% (approximately 83 thousand m3);

- Fuel imports increased by Ps. 3,720 million, or 132%, mainly due to higher imports of gas oil by $ 1,637 million, or 68.2%, and jet fuel by $ 2,189 million, or 28.5%, due to higher volumes imported due to the lower level of processing at the La Plata refinery in 2019, as well as the devaluation that occurred in the aforementioned period;

- Purchases of biofuels increased by Ps. 3,080 million, or 69.5%, mainly due to an increase of 63.9% in the price of the FAME and 54.9% in the price of bioethanol and the increase in the volumes purchased of FAME of 10.4% and of bioethanol of 1.9%;

- During the three-month period ended March 31, 2019, a positive existence variation of Ps. 800 million was recorded in this segment, in comparison with the negative existence variation registered in the first quarter of 2018 of Ps. 42 million, mainly as a consequence of the increase in the price of crude oil in the first quarter 2019 (valued at transfer price);

- Refining costs increased by Ps. 1,437 million, or 54.1%. This increase was driven by higher charges for consumption of materials, spare parts, and other supplies. As a result of this and also for lower processing level in refineries by 7.5%, the unit refining cost in the first quarter of 2019 increased by 66.6% compared to the same period of 2018;

- Transport costs linked to production (naval, pipelines and pipelines) show an increase of Ps. 931 million, which represents an increase of 70.6% due to an increase in peso rates; and

- Depreciation of property, plant and equipment and amortization of intangible assets increased by Ps. 1,600 million, or 91.6%, motivated by the higher values of assets subject to depreciation with respect to the same period of the previous year due to the higher valuation thereof, taking into account the functional currency of the Company.

Selling expenses increased by Ps. 3,749 million, or 76%, primarily as a result of increases in transport expenses, mainly motivated by higher charges for transportation of products, mainly linked to higher volumes sold and the increase in fuel transportation rates in the domestic market, as well as higher charges for depreciation of fixed assets, higher personnel expenses and higher amounts of taxes on debits and bank credits and withholdings on exports.

Gas and Power

The Gas and Energy business segment recorded an operating loss during the three-month period ended March 31, 2019 of Ps. 234 million, compared to the Ps. 12,251 million operating profit recorded during the same period of 2018.

Revenues during the three-month period ended March 31, 2019 was Ps. 21,788 million, representing an increase of 28% in relation to the Ps. 17,018 million corresponding to the same period of 2018. This increase is mainly due to the following factors:

- Sales of natural gas in the domestic and foreign markets increased by Ps. 2,039 million, or 16.8%, as a consequence of an increase in the average price of 52.0% in pesos (the average price of natural gas in U.S. dollars, considering the areas in which the Company obtained approval of the Argentine government for its subsidy Program, during the first quarter of 2019 reached U.S.$3.72 per million BTU, 20% lower compared to U.S.$ 4.65 million BTU during the same period of 2018), offset by a 23.2% reduction in volume sold. This reduction is explained by the decrease in volumes shipped due to the lower production and demand of natural gas in the first quarter of 2019. In addition, sales of natural gas to the retail segment (residential customers and small industries and businesses) increased Ps. 2,714 million, or 100.7%, due to the recording in its sales of an adjustment for inflation of Ps. 158 million, an increase in the average price of 30.1%, and an increase of 37.9% in the volumes marketed through its distribution network;

- Revenues from the liquefied gas regasification service decreased by Ps. 607 million, or 96.5%, since, as of October 31, 2018, the contract with the regasification vessel operating at the Bahía Blanca terminal expired. It was not renovated.

In terms of total operating costs, an increase of 30.2% was observed during the three-month period ended March 31, 2019, reaching Ps. 21,097 million compared to Ps. 16,205 million during the same quarter of 2018. The following stand out explaining this variation:

- Natural gas purchases increased by Ps. 1,931 million or 14.8%. A rise of 50.1% was observed in the prices of natural gas expressed in pesos, mainly due to the devaluation that occurred. In turn, the volume purchased from third parties increased by 87.1%, while the volume of natural gas transferred from the Upstream business segment decreased by 25.7%;

- Natural gas purchases from other producers for resale in the retail distribution segment (residential and small businesses and industries) increased by Ps. 2,718 million, or 171.9%, mainly due to the registration in their purchases of an adjustment for inflation of Ps. 57 million, an increase in the purchase price of approximately 49.9%, and an increase in volumes acquired of 79%; and

- Depreciation of properties, plant and equipment corresponding to the production process increased by approximately Ps. 176 million, or 332%, mainly driven by the greater amortization of property of use uses of the controlled company Metrogas in comparison with the same period of the year previous by the recording of the adjustment for inflation.

During the three-month period ended March 31, 2018 this segment recorded the result of the revaluation of YPF's investment in YPF EE for Ps. 11,980 million, as a result of the agreement for the capitalization of YPF EE. Additionally, this agreement motivated the deconsolidation of YPF EE.

Central Administration and Other

During the three-month period ended March 31, 2019, the operating loss of Central Administration and Other amounted to Ps. 2,056 million, compared to the operating loss of Ps. 989 million corresponding to the same period of 2018, which represents an increase in the loss of 107.9%. In the current period, there were increases in personnel expenses, higher charges for computer licenses, which are dollarized, and institutional advertising, added to higher charges for depreciation of fixed assets partially offset with the income obtained by the segment.

Results Not Transferred to Third Parties

The consolidation adjustments, which correspond to the elimination of the results between the different business segments that have not transcended to third parties, had a positive amount of Ps. 1,301 million in the first quarter of 2019 and had had a negative magnitude of Ps. 65 million in the first quarter of 2018. In the current quarter, the gap between the transfer prices between businesses and the replacement cost of the Company's inventories decreased, while, in the first quarter of 2018, it had expanded. In both cases, the movement of transfer prices reflects the changes in market prices, especially of crude oil.

Liquidity and Capital Resources

Financial Condition

Total principal amount of the loans outstanding as of March 31, 2019, was Ps. 383,282 million, consisting of (i) current loans (including the current portion of non-current debt) of Ps. 75,868 million and non-current debt of Ps. 307,414 million. As of December 31, 2018, total principal amount of the loans outstanding was Ps. 335,078 million, consisting of (i) current loans (including the current portion of non-current debt) of Ps. 64,826 million and non-current debt of Ps. 270,252 million. As of March 31, 2019, and December 31, 2018, 91% and 90% of our debt was denominated in U.S. dollars and swiss francs, respectively.

In the past we have repurchased certain of our publicly-traded bonds in open market transactions on an arms-length basis. As of December 31, 2018, we had repurchased Ps. 410 million of our outstanding bonds. We may, from time to time, make additional purchases of, or effect other transactions relating to, our publicly-traded bonds if, in our own judgment, the market conditions are attractive.

The following tables set forth our consolidated cash flow information for the periods indicated.

	For the three-month period ended March 31,	
	2019	**2018**
	(in millions of pesos)	
Net cash flows provided by operating activities	42,640	21,426
Net cash flows used in investing activities	(29,573)	(11,121)
Net cash flows (used in) provided by financing activities	(7,633)	(6,168)
Translation differences provided by cash and cash equivalents	5,137	636
Net increase in cash and equivalents	10,571	4,773
Cash and cash equivalents at the beginning of the year	46,028	28,738
Cash and cash equivalents at the end of period	56,599	33,511

During the first quarter of 2019, operating cash generation reached Ps. 42,640 million, 99% higher than in the same period of the previous year. This increase of Ps. 21,214 million was mainly due to an increase in Adjusted EBITDA of Ps. 17,662 million, and to a lesser extent due to a decrease in working capital. The cash generation

during the first quarter of 2019 made it possible to exceed the amount that the Company required to finance the investments made during the current period.

The cash flow applied to investment activities reached a total of Ps. 29,573 million during the first quarter of 2019, 165.9% higher than the same period of the previous year. On the one hand, the cash flow applied for investments in fixed and intangible assets totaled Ps. 30,530 million in the first quarter of 2019 and were 93.3% higher than in the same period of the previous year. On the other hand, the holdings of Argentine National Bonds denominated in U.S. dollars at an interest rate of 8% per annum maturing in 2020 ("BONAR 2020") and BONAR 2021 and collection of financial interest were partially realized, with a cash income of Ps. 957 million.

In turn, as a result of its financing activities, during the first quarter of 2019 the Company had a net decrease in funds of Ps. 7,633 million, in contrast to the net decrease of Ps. 6,168 million occurred in the same period of 2018. The difference was generated by a higher debt incurrence (net of amortization), for Ps. 4,316 million, a higher interest payment of Ps. 3,226 million and the lease payment of Ps. 2,555 million (for more information, see "IFRS 16 - Leases" in note 2.b) to the condensed interim consolidated financial statements).

The generation of previously explained resources becomes a cash position and equivalent to the same of Ps. 56,599 million as of March 31, 2019. Likewise, the Company financial debt reached Ps. 383,282 million, being due in the short term only 19.8% of the total.

The following table sets forth our debt maturities for the periods indicated below with regard to the principal amount payments of our loans as of March 31, 2019, including interest accrued and unpaid through March 31, 2019:

	Expected Maturity Date						
	Total	**Less than 1 year**	**1 – 2 years**	**2 – 3 years**	**3 – 4 years**	**4 – 5 years**	**More than 5 years**
	(in millions of pesos)						
Loans	383,282	75,868	76,736	16,280	25,787	21,190	167,421

On April 29, 2016, the Ordinary and Extraordinary General Meeting of Shareholders approved the increase of the amount of the Company's Global Medium-Term Note Program (*Programa Global de Emisión de Títulos de Deuda de Mediano Plazo de la Compañía*) (the "Program") by U.S.$2.0 billion, to a total of U.S.$10.0 billion, or its equivalent in other currencies to remain outstanding at any time under the Program. In addition, the term of the Program was extended for five years starting from October 25, 2017 by our shareholders at a meeting held on April 28, 2017 and at a meeting of our Board of Directors held on June 7, 2017.

On December 28, 2018, by means of Resolution No. RESFC-2018-19961-APN-DIR # CNV, we were registered as "frequent issuer No. 4" under the simplified regime for frequent capital markets' issuers (*régimen simplificado para emisores frecuentes*) created by the CNV on June 2018. This regime seeks to speed up internal authorization processes within the CNV in order to promote the development of local capital markets, while also generating more efficient control. The main benefit for frequent issuers such as YPF is that the new regime allows them to significantly reduce the timeline of the offering process, which would in turn provide us with more flexibility and agility to take advantage of favorable market conditions in local and international markets.

Under our medium-term note program, the Company has issued several series of notes in the local and international markets at different interest rates. All such securities are authorized to be traded on the Buenos Aires Stock Exchange (*Bolsa de Comercio de Buenos Aires*) and the MAE in Argentina.

For detailed information regarding our indebtedness as of March 31, 2019, see Note 19 of the Unaudited Condensed Interim Consolidated Financial Statements.

Description of Indebtedness

As of March 31, 2019, our total consolidated debt was Ps. 383,282 million, of which 19.8% was current debt and 80.2% was non-current debt. Additionally, 91% of our total consolidated debt was denominated in U.S. dollars and Swiss Francs and 9% in pesos. Moreover, 71% of our total consolidated debt accrues interest at a fixed rate. Regarding our debt composition, our senior notes represent 79%, while the remaining 21% is represented by trade facilities and other loans.

Uncommitted bank credit facilities together with debt capital markets provide a material source of funding for the Company.

Covenants in our indebtedness

Our financial debt generally contains customary covenants for such type of transaction including, among other things and subject to certain exceptions, not to establish liens or charges on our assets. In addition, approximately 56% of our debt outstanding as of March 31, 2019 was subject to financial covenants related to our leverage ratio and debt service coverage ratio.

As of March 31, 2019, we were in compliance with all covenants in connection with our indebtedness. See "Item 3. Key Information—Risk Factors—Risks Relating to Our Business—If we fail to comply with the covenants set forth in our credit agreements and indentures, we will be in default under such agreements and we may be required to repay all of our outstanding debt." and "Certain of our outstanding financial indebtedness contains change of control provisions that may require us to prepay our debt" in our 2018 20-F.

As of the date of this offering memorandum, none of our debt is under any event of default that could trigger an acceleration provision. In connection with the change of control of the Company as a result of the Expropriation Law, all waivers have been obtained.

Guarantees provided

As of March 31, 2019, in relation to compliance with obligations of YPF and its subsidiaries, YPF has issued bank guarantees for approximately U.S.$ 243 million and has assumed other commitments for an approximately U.S.$ 42 million.

Capital investments, expenditures and divestments

The table below sets forth our capital expenditures and investments by activity for the three-month periods ended March 31, 2019 and 2018.

	For the three-month period ended March 31,			
	2019		**2018**	
	(in millions of pesos)	**%**	**(in millions of pesos)**	**%**
Capital Expenditures and Investments [1]				
Upstream [2]	25,333	82%	13,179	88%
Downstream	3,568	12%	1,255	8%
Gas and Power	1,177	4%	379	3%
Central Administration and Other	828	2%	207	1%
Total	30,906	100%	15,020	100%

(1) According to calculations and internal information of the Company.

(2) Includes property, plant and equipment acquisitions and exploration expenses, net of unproductive drilling expenses and well abandonment costs.

Divestments

We have made no significant divestments in the periods covered by this document.

Off-balance sheet agreements

We have no material off-balance sheet agreements. Our off-balance sheet agreements are described above in "—Liquidity and Capital Resources—Guarantees provided."

Qualitative and Quantitative Disclosures about Market Risk

The following quantitative and qualitative information is provided with respect to financial instruments to which we are a party as of March 31, 2019, and from which we may derive gains or incur losses from changes in market conditions, interest rates, foreign exchange rates or commodities prices. We do not enter into derivative or other financial instruments for trading purposes.

This discussion contains forward-looking statements that are subject to risks and uncertainties. Actual results could vary materially as a result of a number of factors including those set forth in "Item 3. Key Information—Risk Factors" in our 2018 20-F.

Foreign currency exposure

The value of financial assets and liabilities denominated in a currency different from the Company's functional currency is subject to variations resulting from fluctuations in exchange rates. Since YPF's functional currency is the U.S. dollar, the currency that generates the greatest exposure is the Argentine peso, the Argentine legal currency. See Note 2.b to the Unaudited Condensed Interim Consolidated Financial Statements.

In addition, our costs and receipts denominated in currencies other than the Argentine peso, including the U.S. dollar, often do not match. We generally follow a policy of not hedging our debt obligations in U.S. dollars. See "Item 3. Key Information—Risk Factors—Risks Relating to Argentina—We may be exposed to fluctuations in foreign exchange rates" in our 2018 20-F.

Additionally, YPF is enabled to operate as settlement agent in the Rosario Futures Market.

The annual rate of devaluation of the Argentine peso was approximately 101.4% considering the period-end exchange rates for U.S. dollars as of December 31, 2018 and 2017. See "Item 5. Operating and Financial Review and Prospects—Factors Affecting Our Operations—Macroeconomic conditions" for additional information in our 2018 20-F. The main effects of a devaluation of the Argentine peso on our net profit are those related to the accounting of deferred income tax related mainly to fixed assets, which we expect would have a negative effect; current income tax which we expect would have a positive effect; increased depreciation and amortization resulting from the remeasurement in pesos of our fixed and intangible assets; and exchange rate differences as a result of our exposure to the peso, which we expect would have a positive effect due to the fact that our functional currency is the U.S. dollar.

As mentioned in Note 2.b to the Unaudited Consolidated Interim Financial Statements, the Company has determined that the U.S. dollar is its functional currency. Therefore, the effect of changes in the dollar exchange rate on dollar currency positions have no impact on the exchange difference recorded in the consolidated statements of comprehensive income included in the Unaudited Consolidated Interim Financial Statements but affect the amount of our assets and liabilities remeasured in pesos as a consequence of devaluation and considering our reporting currency (pesos). For additional information about our assets and liabilities denominated in currencies other than pesos (principally U.S. dollars) see Note 36 to our Unaudited Consolidated Interim Financial Statements.

The table below provides information about our assets and liabilities denominated in currencies other than Argentine pesos (principally U.S. dollars) being expressed in the latter currency at the exchange rate as of March 31, 2019 and December 31, 2018, in currencies other than the U.S. dollar. As mentioned in Note 2.b to the Unaudited Condensed Interim Consolidated Financial Statements, the U.S. dollar is the functional currency of the Company.

	As of March 31, 2019	As of December 31, 2018
	(in millions of U.S.$)	
Assets	2,975	2,821
Accounts payable	1,064	1,117
Provisions	2,055	2,029
Taxes payable	3	2
Salaries and social security	6	6
Loans	7,915	7,988
Other Liabilities	19	26

Interest Rate exposure

See Note 19 to the Unaudited Condensed Interim Consolidated Financial Statements.

MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

The Expropriation Law has significantly changed our shareholding structure. The Class D shares expropriated from Repsol or its controlling or controlled entities, which represent 51% of our share capital and have been declared of public interest, will be assigned as follows: 51% to the Argentine federal government and 49% to the Governments of the provinces that compose the National Organization of Hydrocarbon Producing States. In addition, the Argentine federal government and certain provincial governments already own our Class A and Class B shares. See "Item 3. Key Information—Risk Factors—Risks Relating to Argentina—The Argentine Republic owns 51% of the shares of the Company" in our 2018 20-F. Additionally, see "Item 4. Information on the Company—Legal and Regulatory Framework and Relationship with the Argentine Government—Law No. 26,932" in our 2018 20-F for a description of the agreement between Repsol and the Argentine Republic relating to compensation for the expropriation of 51% of the share capital of YPF owned, directly or indirectly, by Repsol.

As of the date of this offering memorandum, the transfer of the shares subject to expropriation from the National Executive Branch to the provinces that compose the National Organization of Hydrocarbon Producing States is still pending.

The following table sets forth information relating to the beneficial ownership of our shares as of June 14, 2019:

	Number of shares	**(%)**
Shareholders Class D:		
National State [(1)]	200,589,525	51.000%
Floating [(2)]	160,953,596	40.923%
Lazard Asset Management LLC [(2) (3)]	31,717,862	8.064%
Shareholders Class A:		
National State [(4)]	3,764	0.001%
Shareholders Class B:		
Argentine provincial governments [(5)]	7,624	0.002%
Shareholders Class C:		
Employee fund [(6)]	40,422	0.010%

(1) The expropriated Class D shares, which represent 51% of our share capital, and which now are owned by the Republic of Argentina, will be assigned as follows: 51% to the Argentine Republic and 49% to the governments of the provinces that compose the National Organization of Hydrocarbon Producing States. The completion of this assignment is pending. To ensure compliance with its objectives, the Expropriation Law provides that the National Executive Branch, by itself or through an appointed public entity, shall exercise all the political rights associated with the shares subject to expropriation until the transfer of political and economic rights to the provinces that compose the National Organization of Hydrocarbon Producing States is completed. In addition, in accordance with Article 9 of the Expropriation Law, each of the Argentine provinces to which shares subject to expropriation are allocated must enter into a shareholder's agreement with the federal government which will provide for the unified exercise of its rights as a shareholder. See "Item 4. Information on the Company—Legal and Regulatory Framework and Relationship with the Argentine Government—The Expropriation Law," "Item 4. Information on the Company—Legal and Regulatory Framework and Relationship with the Argentine Government—Decree No. 13/2015" and "Item 4. Information on the Company—Legal and Regulatory Framework and Relationship with the Argentine Government—Decree No. 272/2015, Decree No. 575/2018 and Decree No. 801/2018 and Decree No. 802/2018" in our 2018 20-F.

(2) According to data provided by The Bank of New York Mellon, as of March 8, 2019, there were 171,675,591 ADSs outstanding and 45 holders of record of ADSs. Such ADSs represented approximately 44% of the total number of issued and outstanding Class D shares as of such date.

(3) According to Schedule 13G/A filed with the SEC on February 13, 2019.

(4) Reflects the ownership of 3,764 Class A shares by the Argentine Republic.

(5) Reflects the ownership of 7,624 Class B shares by provincial governments.

(6) Reflects the ownership of 40,422 Class C shares.

Related Party Transactions

The information detailed in the tables below shows the balances with associates and joint ventures as of March 31, 2019 and December 31, 2018 and transactions with the mentioned parties for the three-month period ended March 31, 2019 and 2018, in millions of pesos.

	March 31, 2019			December 31, 2018		
	Other receivables	Trade receivables	Accounts payable	Other receivables	Trade receivables	Accounts payable
	Current	Current	Current	Current	Current	Current
Joint ventures:						
YPF EE	216	551	679	218	1,552	1,301
Profertil	9	628	303	2	461	428
MEGA	-	2,377	108	-	2,441	6
Refinor	-	582	100	-	770	5
Bizoy S.A.	12	-	-	11	-	-
Y-GEN I	-	2	-	-	2	-
Y-GEN II	-	-	-	-	-	-
Petrofaro S.A.	-	393	213	-	267	151
Oleoducto Campana - Lago Pellegrini S.A.	2,312	-	-	1,884	-	-
	2,549	4,533	1,403	2,115	5,493	1,891
Associates:						
CDS	-	445	-	-	518	-
YPF Gas	683	223	58	637	414	62
Oldelval	-	36	348	-	34	272
Termap	-	-	149	-	-	102
OTA	6	-	10	5	-	14
OTC	6	-	-	7	-	-
Gasoducto del Pacífico (Argentina) S.A.	4	-	129	4	-	80
Oiltanking	71	-	188	21	-	147
Gas Austral S.A.	2	17	-	2	16	-
	772	721	882	676	982	677
	3,321	5,254	2,285	2,791	6,475	2,568

	For the three-month period ended March 31,					
	2019			2018		
	Revenues	Purchases and services	Net interest gain (loss)	Revenues	Purchases and services	Net interest gain (loss)
Joint ventures:						
YPF EE	752	830	-	41 (1)	173 (1)	13 (1)
Profertil	904	295	-	486	106	-
MEGA	2,657	98	-	1,324	124	-
Refinor	578	83	(16)	341	38	-
Y-GEN I	-	-	-	4	-	-
Y-GEN II	-	-	-	-	-	-
Petrofaro S.A.	80	54	-	14	61	-
	4,971	1,360	(16)	2,210	502	13
Associates:						
CDS	551	-	-	58	-	-
YPF Gas	428	56	54	303	10	31
Oldelval	39	436	-	-	199	-
Termap	-	268	-	-	113	-
OTA	-	9	-	-	7	-
Gasoducto del Pacífico (Argentina) S.A.	-	81	-	-	61	-
Oiltanking	1	276	-	-	134	-
Gas Austral S.A.	45	-	-	26	-	-
	1,064	1,126	54	387	524	31
	6,035	2,486	38	2,597	1,026	44

(1) On March 20, 2018, YPF EE was reclassified as a joint venture. Includes transactions following the loss of control over YPF EE. See Note 3 to the Audited Consolidated Financial Statements.

Additionally, in the normal course of business, and considering being the main energy group in Argentina, the Company's client/suppliers portfolio encompasses both private sector entities as well as national public-sector entities. As required by IAS 24 "Related party disclosures", among the major transactions above mentioned the most important are:

		Balances		Transactions	
		Credits / (Liabilities)		Income / (Costs)	
				For the three-month period ended March 31,	
Customers / Suppliers	Ref.	March 31, 2019	December 31, 2018	2019	2018
Ministry of Energy	(1) (15)	31,343	26,978	-	-
Ministry of Energy	(2) (15)	1,500	1,211	739	563
Ministry of Energy	(3) (15)	93	282	21	36
Ministry of Energy	(4) (15)	174	192	7	23
Ministry of Energy	(5) (15)	182	1,255	96	-
Ministry of Energy	(6) (15)	4,180	3,535	522	-
Ministry of Transport	(7) (15)	2,620	3,044	1,397	1,469
Ministry of Industry	(8) (15)	44	-	46	-
CAMMESA	(9)	3,208	3,822	1,984	5,541
CAMMESA	(10)	(429)	(444)	(766)	(623)
IEASA	(11)	5,609	4,326	1,389	1,544
IEASA	(12)	(601)	(745)	(49)	(32)
Aerolíneas Argentinas S.A. and Austral Líneas Aéreas Cielos del Sur S.A.	(13)	4,983	3,454	3,369	1,348
Aerolíneas Argentinas S.A. and Austral Líneas Aéreas Cielos del Sur S.A.	(14)	-	-	-	(8)

(1) Benefits of the incentive scheme for the Additional Injection of natural gas.
(2) Benefits from the Program to Encourage Investments in the Development of Natural Gas Production from Unconventional Reservoirs
(3) Benefits for the propane gas supply agreement for undiluted propane gas distribution networks.
(4) Benefits for the bottle-to-bottle program.
(5) Procedure to compensate for the lower income that Natural Gas Piping Distribution Service Licensed Companies receive from their users for the benefit of Metrogas.
(6) Procedure to compensate the payment of the daily differences accumulated on a monthly basis between the price of the gas purchased by Natural Gas Piping Distribution Service Companies and the price of the natural gas included in the respective tariff schemes for the benefit of Metrogas.
(7) The compensation for providing gas oil to public transport of passengers at a differential price.
(8) Incentive for domestic manufacturing of capital goods, for the benefit of AESA.
(9) The provision of fuel oil and natural gas, and electric power generation corresponding to YPF EE until the date of loss of control by YPF.
(10) Purchases of energy.
(11) Rendering of regasification service in the regasification projects of LNG in Escobar. Furthermore, it included the regasification projects of LNG in Bahía Blanca for the three-month period ended on March 31, 2018.
(12) The purchase of natural gas and crude oil.
(13) The provision of jet fuel.
(14) The purchase of miles for the YPF Serviclub program.
(15) Income recognized under the guidelines of IAS 20.

Additionally, the Company has entered into certain financing and insurance transactions with entities related to the national public sector. Such transactions consist of certain financial transactions that are described in Notes 15 and 19 to the Unaudited Condensed Interim Consolidated Financial Statements, and transactions with Nación Seguros S.A. related to certain insurance policies contracts.

In addition, the Company holds BONAR 2020 (see Note 30.g to the Audited Consolidated Financial Statements) and 2021, classified as "Investments in financial assets".

Furthermore, in relation to the investment agreement signed between YPF and Chevron Corporation subsidiaries, YPF has an indirect non-controlling interest in Compañía de Hidrocarburo No Convencional S.R.L. with which YPF carries out transactions in connection with the mentioned investment agreement. See Note 29.b to the Audited Consolidated Financial Statements and see Note 32.a to the Unaudited Condensed Interim Consolidated Financial Statements.

The table below discloses the compensation paid to YPF's key management personnel, including members of the Board of Directors and Vice presidents (managers with executive functions appointed by the Board of Directors), for the three-month period ended March 31, 2019 and 2018, in millions of pesos:

	For the three-month period ended March 31,			
	2019	[1]	**2018**	[1]
Short-term employee benefits [2]	89		69	
Share-based benefits	22		11	
Post-retirement benefits	4		3	
	115		83	

[1] Includes the compensation for YPF's key management personnel which developed their functions during the mentioned period.

[2] Does not include Social Security contributions of Ps. 20 million and Ps. 11 million for the three-month period ended March 31, 2019 and 2018, respectively.

DESCRIPTION OF THE NOTES

We will issue the Notes under an Indenture to be dated on or about the Issue Date (the "*Base Indenture*") among us, The Bank of New York Mellon, as Trustee (the "*Trustee*," which term includes all the Trustee's successors in accordance with the Indenture), as co-registrar (the "*Co-Registrar*" and together with the Registrar in Argentina, its respective successors and assigns and any additional qualified registrar, the "*Registrar*"), as principal paying agent ("*Principal Paying Agent*" and, together with any additional paying agent qualified and so designated, the "*Paying Agents*"), as transfer agent ("*Transfer Agent*" and, together with any of the additional transfer agents qualified and so designated, the "*Transfer Agents*"), The Bank of New York Mellon, London Branch, as London Paying Agent and Banco Santander Río S.A., as Registrar, Paying Agent, Transfer Agent and Representative of the Trustee in Argentina and as amended by a first supplemental indenture to be entered into on or about the Issue Date (the "*First Supplemental Indenture*" and, together with the Base Indenture, the "*Indenture*") among us, the Trustee and Banco Santander Río S.A.

The following describes the material terms of the Indenture and the Notes. The following summaries of certain provisions of the Indenture, do not purport to be complete and are subject, and qualified in their entirety by reference to all the provisions of the Indenture, including the definitions therein of certain terms. You should read the Indenture because it contains additional information that defines your rights as a Holder of the Notes. You may obtain a copy of the Indenture in the manner described under "Available Information" in this offering memorandum, and, for so long as the Notes are listed on the Luxembourg Stock Exchange for trading on the Euro MTF Market, at the office of The Bank of New York Mellon SA/NV, Luxembourg Branch, the Luxembourg Listing Agent.

You can find the definition of capitalized terms used in this "Description of the Notes" under "—Certain Definitions." In this section, when we refer to:

- the "Company," "we", "us" and "our," we mean YPF Sociedad Anónima and not its subsidiaries; and
- the "Notes" in this section, we mean the Notes offered pursuant to this offering memorandum and, unless the context otherwise requires, any Additional Notes, as described below in "—Additional Notes."

General

The Notes will:

- be our senior unsecured obligations;
- rank equal in right of payment with all of our other existing and future senior unsecured indebtedness;
- rank senior in right of payment to all of our existing and future subordinated indebtedness, if any; and
- be effectively subordinated to all of our existing and future secured indebtedness to the extent of the value of the assets securing such indebtedness.

In the event of a bankruptcy, liquidation or reorganization of any of our Subsidiaries, such Subsidiaries will pay the holders of their debt and their trade creditors before they will be able to distribute any of their assets to us. The Notes will therefore be effectively structurally subordinated to creditors (including trade creditors) of our Subsidiaries.

We will initially issue U.S.$500,000,000 aggregate principal amount of Notes, but may issue Additional Notes in one or more transactions.

The Notes will be issued in the form of one or more Global Notes, without coupons, registered in the name of a nominee of DTC, as depositary. The Notes will be issued in minimum denominations of U.S.$10,000 and integral multiples of $1,000 in excess thereof. There will be a minimum subscription amount of U.S.$150,000 for the initial distribution. See "Book-Entry; Delivery and Form" in this offering memorandum.

Status and Ranking

The Notes will qualify as "*obligaciones negociables simples no convertibles en acciones*" under the Negotiable Obligations Law and will be entitled to the benefits set forth therein and subject to the procedural requirements thereof. In particular, pursuant to Article 29 of the Negotiable Obligations Law, in the event of a default by us in the payment of any amount due under a Note, the holder of such Note will be entitled to institute summary judicial proceedings (*juicio ejecutivo*) in Argentina to recover payment of any such amount.

The Notes will constitute our direct, unconditional, unsecured and unsubordinated obligations and will rank at all times at least *pari passu* in right of payment with all our other existing and future unsecured and unsubordinated indebtedness (other than obligations preferred by statute or by operation of law, including, without limitation, tax and labor related claims).

Principal, Maturity and Interest

The Notes will mature on June 27, 2029 (the "*Stated Maturity*"), unless earlier redeemed in accordance with the terms of the Notes. See "—Redemption and Repurchase" below.

The Notes will not be entitled to the benefit of any mandatory sinking fund.

The Notes will accrue interest at a rate equal to 8.500% per annum. Interest on the Notes will be payable, in cash, in arrears on June 27 and December 27 of each year, commencing on December 27, 2019 (each, an "*Interest Payment Date*") until the principal of the Notes is paid on or prior to the Stated Maturity to each holder of the Notes as of the date that is 10 calendar days prior to the relevant Interest Payment Date (whether or not such date is a Business Day). Interest on the Notes shall be computed on the basis of a 360-day year comprising twelve 30-day months.

Payments on the Notes will be made at the office or agency of the Principal Paying Agent in New York City unless we elect to make interest payments by check mailed to the registered Holders at their registered addresses.

Additional Notes

In the future, we may issue additional Notes ("*Additional Notes*") from time to time and without notice to or the consent of holders of the Notes; provided that such Additional Notes have the same terms and conditions in all respects as the Notes described herein (except for the issue date, the issue price and the first Interest Payment Date); provided, that Additional Notes will not bear the same CUSIP number as the Notes, unless such Additional Notes are part of the same "issue" or issued in a "qualified reopening" for U.S. federal income tax purposes. In that case, any such Additional Notes will constitute a single series and will be fully fungible with the Notes offered hereby.

Redemption and Repurchase

Optional Redemption

On and after March 27, 2029, we may at our option redeem the Notes, in whole, or in part, at a redemption price equal to 100% of the principal amount of the Notes plus accrued and unpaid interest, if any, to (but not including) the redemption date.

At any time prior to March 27, 2029, we may at our option redeem the Notes, in whole, or in part, at a redemption price equal to 100% of the principal amount of the Notes plus the Applicable Redemption Premium as of, and accrued and unpaid interest, if any, to (but not including) the redemption date.

"*Adjusted Treasury Rate*" means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

"*Applicable Redemption Premium*" means, with respect to a Note at the applicable redemption date, the excess, if any, of (A) the sum of the present values at such redemption date of the remaining scheduled payments that would be due if the Notes were redeemed on March 27, 2029 (exclusive of interest accrued to the date of redemption) discounted to the redemption date for the Notes on a semi-annual basis (assuming a 360-day year consisting of

twelve 30-day months) at the Adjusted Treasury Rate plus 50 basis points, together with accrued and unpaid interest, if any, over (B) 100% of the principal amount of the Notes.

"*Comparable Treasury Issue*" means the U.S. Treasury security or securities selected by an independent investment banking institution of international standing appointed by us having an actual or interpolated maturity comparable to the remaining term of the Notes that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities with a maturity comparable to March 27, 2029.

"*Comparable Treasury Price*" means, with respect to any redemption date:

- the average of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) on the third Business Day preceding such redemption date, as set forth in the daily statistical release (or any successor release) published by the Federal Reserve Bank of New York and designated "Composite 3:30 P.M. Quotations for U.S. Government Securities;" or
- if such release (or any successor release) is not published or does not contain such prices on such Business Day, (a) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or (b) if fewer than three such Reference Treasury Dealer Quotations are available, the average of all such quotations.

"*Independent Investment Banker*" means, with respect to the Notes, an independent investment banking institution of international standing appointed by the Company.

"*Reference Treasury Dealer*" means, with respect to the Notes, at least four primary United States government securities dealers in New York City as the Company shall reasonably select.

"*Reference Treasury Dealer Quotations*" means, with respect to each Reference Treasury Dealer and any redemption date for the Notes, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue for the Notes (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by such Reference Treasury Dealer at 3:00 p.m. on the third business day preceding such redemption date.

Redemption for taxation reasons

If at any time subsequent to the issuance of the Notes as a result of any change in, or amendment to, the laws or regulations of Argentina or of any political subdivision thereof or of any authority therein or thereof having power to tax or as a result of any change in the application or official interpretation of such laws or regulations, we become obligated to pay any Additional Amounts as provided or referred to below under "—Payments of Additional Amounts" and we determine in good faith that such obligation cannot be avoided by taking reasonable measures available to us, then the Notes will be redeemable as a whole (but not in part), at our option at a redemption price equal to 100% of the principal amount of the Notes together with accrued interest thereon to the date fixed for redemption. We will also pay to the holders of the Notes on the redemption date any Additional Amounts which are then payable. In order to effect a redemption of the Notes under this paragraph, we will be required to deliver to the Trustee at least 45 days prior to the redemption date (i) an Officers' Certificate stating that the obligation to pay such Additional Amounts cannot be avoided by us taking reasonable measures available to us and (ii) an opinion of independent legal counsel of recognized standing to the effect that we have or will become obligated to pay such Additional Amounts as a result of such change or amendment. No notice of redemption pursuant to this paragraph may be given earlier than 60 days prior to the earliest date on which we would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due.

Notices of redemption; Procedure for payment upon redemption

We will give notice of redemption to the holders of the Notes to be redeemed not less than 30 days nor more than 60 days prior to the redemption date as described below in "—Notices". Notes called for redemption will become due on the date fixed for redemption. We will pay the redemption price for the Notes together with accrued and unpaid interest thereon, and Additional Amounts, if any, to (but excluding) the date of redemption. On and after the redemption date, interest will cease to accrue on the Notes as long as the we have deposited with the Trustee funds in satisfaction of the applicable redemption price pursuant to the Indenture.

If notice of redemption has been given in the manner set forth herein, the Notes to be redeemed will become due and payable on the redemption date specified in such notice, and upon presentation and surrender of the Notes at the place or places specified in such notice, the Notes will be paid and redeemed by us at the places and in the manner and currency therein specified and at the redemption price therein specified together with accrued interest and Additional Amounts, if any, to the redemption date. From and after the redemption date, if monies for the redemption of Notes called for redemption will have been made available at the corporate trust office of the Trustee for redemption on the redemption date, the Notes called for redemption will cease to bear interest, and the only right of the holders of such Notes will be to receive payment of the redemption price together with accrued interest and Additional Amounts, if any, to (but excluding) the redemption date as aforesaid.

Cancellation

Any Notes redeemed in full by us will be immediately canceled and may not be reissued or resold.

Purchase of Notes

We and our Subsidiaries and Affiliates may at any time purchase or otherwise acquire any Note, by purchase or private agreement, in the open market or otherwise, at any price and may resell or otherwise dispose of such Note at any time, taking into account that, in order to determine at any time whether or not the holders of the required principal amount of the outstanding Notes have made a request, demand, authorization, instruction, notice, consent or waiver under the terms of the Indenture, the Notes held by us or any of our Subsidiaries and Affiliates will not be counted and will not be considered outstanding.

Repurchase upon a Change of Control Repurchase Event

If a Change of Control Repurchase Event occurs, we will make an offer to purchase all of the Notes (a "*Change of Control Offer*") (in an amount equal to U.S.$10,000 and integral multiples of $1,000 in excess thereof), *provided* that the principal amount of such holder's Note will not be less than permitted.S.$10,000 and integral multiples of $1,000 in excess thereof at a purchase price in cash equal to 101% of the principal amount of the Notes plus accrued and unpaid interest, if any, to (but excluding) the date of purchase (a "*Change of Control Payment*").

We will give a notice of such Change of Control Offer to the Trustee within 30 days following any Change of Control Repurchase Event, for further distribution to each holder of Note no later than 15 days following the Trustee's receipt thereof, stating:

(i) that a Change of Control Offer is being made and that all Notes properly tendered pursuant to such Change of Control Offer will be accepted for purchase by us at a purchase price in cash equal to 101% of the principal amount of such Notes plus accrued and unpaid interest, if any, to but excluding the date of purchase;

(ii) the purchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is given) (the "*Change of Control Payment Date*"); and

(iii) the procedures we determined that a holder of Notes must follow in order to have its Notes repurchased.

On the Business Day immediately preceding the Change of Control Payment Date, we will, to the extent lawful, deposit with the Paying Agents an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes so tendered.

On the Change of Control Payment Date, we will, to the extent lawful:

(i) accept for payment all Notes or portions of Notes (in an amount equal to U.S. $10,000 and integral multiples of $1,000 in excess thereof) properly tendered and not withdrawn pursuant to the Change of Control Offer; and

(ii) deliver or cause to be delivered to the Trustee for cancellation the Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by us.

If only a portion of a Note is purchased pursuant to a Change of Control Offer, a new Note in a principal amount equal to the portion thereof not purchased will be issued in the name of the holder thereof upon cancellation

of the original Note (or appropriate adjustments to the amount and beneficial interests in a Note will be made, as appropriate).

We will not be required to make a Change of Control Offer upon a Change of Control Repurchase Event if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements applicable to a Change of Control Offer made by us and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

We will comply, to the extent applicable, with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with provisions of this offering memorandum, we will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations described in this offering memorandum by virtue of doing so.

Payments of Additional Amounts

All payments in respect of the Notes, including, without limitation, payments of principal and interest, will be made by us without withholding or deduction for or on account of any present or future taxes, duties, levies, or other governmental charges of whatever nature ("*Taxes*") in effect on the date of the indenture or imposed or established in the future by or on behalf of Argentina or any political subdivision or taxing authority thereof, unless we are compelled by law to deduct or withhold such Taxes. In the event any such Taxes are so imposed or established, we will pay such additional amounts ("*Additional Amounts*") as may be necessary in order that the net amounts receivable by the holders of the Notes after any withholding or deduction in respect of such Taxes shall equal the respective amounts of principal and interest which would have been receivable in respect of the Notes in the absence of such withholding or deduction; except that no such Additional Amounts will be payable with respect to any withholding or deduction on any Note to, or to a third party on behalf of, a holder of the Notes for or on account of (a) any such Taxes that have been imposed by reason of the holder of such Notes being a resident of Argentina or having some connection with Argentina other than the mere holding of such Notes or the receipt of principal and interest in respect thereof; or (b) any such Taxes that have been imposed by reason of the presentation by the holder of a Note for payment on a date more than 30 days after the date on which such payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later, except to the extent that such holder would have been entitled to such Additional Amounts on presenting such Note for payment on the last date of such period of 30 days; or (c) any Taxes that would not have been imposed but for the failure of the holder or beneficial owner of such Notes to comply with any certification, information, documentation or other reporting requirements if such compliance (i) is required at any time subsequent to the issuance of the Notes as a result of a change in applicable law, regulation, administrative practice or an applicable treaty as a precondition to exemption from, or reduction in the rate of deduction or withholding of, Taxes, and (ii) is not more onerous to the holder or beneficial owner than comparable certification, information, documentation or other reporting requirements imposed under U.S. tax law, regulation and administrative practice (such as IRS Forms W-8 and W-9 or any comparable successor forms); or (d) any estate, inheritance, gift, sales, transfer, personal assets or similar Taxes; or (e) Taxes payable otherwise than by withholding from payment of principal of, premium, if any, or interest on the Notes; or (f) any combination of items (a) to (e) above. Furthermore, no Additional Amounts shall be paid with respect to any payment on a Note to a holder that is a fiduciary or partnership or other than the sole beneficial owner of such payment to the extent that a beneficiary or settlor with respect to such fiduciary or a member of such partnership or beneficial owner would not have been entitled to receive the Additional Amounts had such beneficiary, settlor, member or beneficial owner been the holder. Any reference herein or in the Notes to principal, premium and/or interest shall be deemed also to refer to any Additional Amounts which may be payable under the undertakings described in this paragraph.

In addition, we will pay any stamp, issue, registration, documentary or other similar taxes and duties, including interest and penalties, in respect of the creation, issue and offering of the Notes, excluding any such taxes and duties imposed by any jurisdiction outside Argentina, except those resulting from, or required to be paid in connection with, the enforcement of such Notes after the occurrence and during the continuance of an Event of Default with respect to the Notes in default. We will also pay and indemnify the holders and the Trustee from and against all court taxes or other taxes and duties, including interest and penalties, paid by any of them in any jurisdiction in connection with any action permitted to be taken by the holders or the Trustee to enforce our obligations under the Notes.

In the event that we pay any personal asset tax in respect of outstanding Notes, we have agreed to waive any right we may have under Argentine law to seek reimbursement from the holders or direct owners of the Notes of any such amounts paid. See "Taxation—Argentine Tax Considerations."

Covenants

Under the terms of the Notes, we will covenant and agree that as long as the Notes remain outstanding:

Payment of principal and interest

We will duly and punctually pay the principal of and interest and premium and Additional Amounts, if any, on the Notes in accordance with the terms of the Notes and the Indenture.

Maintenance of office or agency

We will maintain an office or agency for the payment of principal of, and interest and Additional Amounts, if any, on the Notes as herein provided, in New York City and the City of Buenos Aires and, so long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and traded on the Euro MTF Market and the rules of such exchange so require, in Luxembourg, and shall maintain a Registrar and Transfer Agent in Argentina. The Company will provide copies of the offering memorandum and the Indenture at the offices of the Luxembourg Listing Agent so long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and traded on the Euro MTF Market.

The corporate ledgers and accounting records are kept in our headquarters located at Macacha Güemes 515, City of Buenos Aires. Additionally, the back-up documentation of the transactions performed by us which are not kept at our headquarters are located in the warehouses of ADEA S.A. and File S.R.L.

Maintenance of existence

We will maintain our corporate existence and take all reasonable actions to maintain all rights, privileges and the like necessary or desirable in the normal conduct of business, activities or operations; *provided, however*, that this covenant shall not prohibit any transaction otherwise permitted under the covenant described in "—Mergers, Consolidations, Sales, Leases".

Negative pledge

We will not, and will not permit any of our Significant Subsidiaries to, directly or indirectly, create, incur, assume or suffer to exist any Lien on any of our or its present or future Property to secure Public Indebtedness unless, at the same time or prior thereto, all of the Notes are equally and ratably secured therewith, except for:

(a) any Lien existing on the date of the issuance of the Notes;

(b) any landlord's, workmen's, carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business (excluding, for the avoidance of doubt, Liens in connection with any Public Indebtedness for borrowed money) that are not overdue for a period of more than 30 days or that are being contested in good faith by appropriate proceedings;

(c) any Lien on any Property securing Public Indebtedness incurred or assumed solely for the purpose of financing all or any part of the cost of acquisition, construction, development or improvement of such Property, which Lien attached to such Property concurrently with or within 120 days after the acquisition or the completion of the construction, development or improvement thereof;

(d) any Lien on any property existing thereon at the time of acquisition of such property and not created in connection with such acquisition;

(e) any Lien on any Property owned by a corporation or other Person, which Lien exists at the time of the acquisition of such corporation or other Person by us or any of our Significant Subsidiaries and which Lien is not created in connection with such acquisition;

(f) any Lien on our property securing or providing for the payment of Public Indebtedness incurred in connection with any Project Financing by any direct or indirect parent of the applicable Project Financing

Subsidiary; *provided* that such Lien does not apply to any Property or our assets or any Significant Subsidiary other than the Property of the applicable Project Financing Subsidiary related to the relevant project and equity interests in the applicable Project Financing Subsidiary that holds no significant assets other than those related to the relevant project or in any direct or indirect parent thereof that holds no significant assets other than direct or indirect ownership interests in such Project Financing Subsidiary;

(g) any Lien on any Property securing an extension, renewal or refunding of Indebtedness secured by a Lien referred to in (a), (c), (d), (e), or (f) above, *provided* that such new Lien is limited to the Property which was subject to the prior Lien immediately before such extension, renewal or refunding and *provided* that the principal amount of Indebtedness secured by the prior Lien immediately before such extension, renewal or refunding is not increased;

(h) Liens securing the Notes or any of our other securities for the purposes of defeasance thereof in accordance with the terms of the Indenture or any indenture under which such other securities have been issued;

(i) Liens arising under Section 9.343 of the Texas Uniform Commercial Code, or similar statutes of states other than Texas, in connection with the purchase by us or any of our Subsidiaries' of oil and/or gas extracted from such state; and

(j) any other Lien on our Properties or those of any of our Significant Subsidiaries not permitted by any other provision in this Section, *provided* that, on the date of creation or assumption of such Lien, the Public Indebtedness secured thereby, together with all our and our Significant Subsidiaries' other Public Indebtedness secured by any Lien in reliance on this clause (j), has an aggregate outstanding amount no greater than 15% of our total consolidated assets (as set forth, for any date of determination, on our most recent consolidated financial statements prepared in accordance with Argentine GAAP or IFRS, as applicable and filed with the CNV).

Reporting

If we (i) cease to file as a public company with the CNV, (ii) terminate our reporting obligations with the SEC, (iii) become delisted from the NYSE or the BYMA or (iv) fail to comply with any of our obligations with the SEC, NYSE, CNV or BYMA, we will furnish to the Trustee: (A) as soon as available, but, in any event within 90 days after the end of each of the first three quarters of each Fiscal Year: (i) two copies of our unaudited financial statements and our consolidated Subsidiaries for such quarter, together with any Notes thereto; (ii) a description of any related party transactions consummated during such quarter; and (iii) any other information which the Trustee (acting pursuant to written instructions from the holders of at least 51% in aggregate principal amount of outstanding Notes) may reasonably request; and (B) as soon as available but, in any event, within 120 days (or solely with respect to a change in our independent auditors, within five Business Days after the time required under applicable law to file such item) after the end of each Fiscal Year: (1) two copies of our complete audited financial statements for such Fiscal Year, including our audited balance sheet and the audited balance sheet of our consolidated Subsidiaries as of the end of such Fiscal Year, the related audited consolidated statements of income and expense, retained earnings, paid in capital and surplus and changes in our financial position and our consolidated Subsidiaries, which will be in agreement with our books of account and prepared in accordance with Argentine GAAP or IFRS, as applicable; (2) a report on such financial statements of Deloitte & Co. S.A. (a firm member of Deloitte Touche Tohmatsu Limited), or another of the four most prominent firms of independent public accountants of internationally recognized standing, which report shall be unqualified; (3) an Officers' Certificate certifying that, since our most recent delivery of financial statements pursuant to this section, no default or Event of Default has occurred or is continuing or, if such default or Event of Default has occurred and is continuing, specifying its nature, the period of its existence and the action taken or proposed to be taken to remedy such default or Event of Default; (4) a description of any related party transactions consummated during such Fiscal Year; (5) a report reflecting the consolidated results from the application of our environmental parameters, including without limitation, quarterly conclusions and observations related to the affected values or deviations therefrom and the results of an annual external audit or its corresponding certification; (6) our Annual Report on Form 20-F as filed with the SEC; and (7) any other information which the Trustee (acting pursuant to written instructions from the holders of at least 51% in aggregate principal amount of outstanding Notes) reasonably requests, including, without limitation, financial projections.

The Trustee shall have no obligation to determine if we are required to file any report or other information pursuant to this section, nor be responsible or liable for determining or monitoring whether or not we have otherwise delivered any report or other information in accordance with the requirements specified in the foregoing paragraph.

Delivery of any of the reports, information and documents to the Trustee (other than the Officers' Certificate deliverable pursuant to (B)(3) mentioned in the first paragraph of this section), is for informational purposes only and the Trustee's receipt of such reports shall not constitute actual or constructive notice of any information contained therein or determinable from information contained therein, including our or any other Person's compliance with any covenants under the Indenture or the Notes.

Maintenance of books and records

We will, and will cause each of our Subsidiaries located in Argentina to, maintain books, accounts and records in accordance with applicable Argentine GAAP or IFRS, as applicable to each company.

Mergers, consolidations, sales, leases

We will not merge or consolidate with or into, or convey, transfer or lease our Properties substantially as an entirety, whether in one transaction or a series of transactions, to any Person, unless immediately after giving effect to such transaction, (a) no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, shall have occurred and be continuing, (b) any Person formed by any such merger or consolidation or the Person which acquires by conveyance or transfer, or which leases such properties and assets (other than us) (the "*Successor Person*") expressly assumes, by a supplemental indenture, executed and delivered to the Trustee, in form reasonably satisfactory to the Trustee, the due and punctual payment of principal, interest and premiums, if any, and Additional Amounts, if any, that may result due to withholding by any authority having the power to tax to which the Successor Person is or may be subject, on all of the Notes according to their terms, and the due and punctual performance of all of our other covenants and obligations under the Notes and the Indenture, (c) the Successor Person agrees to indemnify each holder against any tax, assessment or governmental charge thereafter imposed on such holder by a Government Agency solely as a consequence of such merger or consolidation, conveyance, transfer or lease with respect to the payment of principal, interest and Additional

Amounts, if any, on the Notes, and (d) the Successor Person (except in the case of leases), if any, succeeds to and becomes substituted for us with the same effect as if it had been named in the Notes and the Indenture as us.

Notice of default

We will give written notice to the Trustee promptly, and in any event within 10 days after we become aware thereof, of the occurrence and continuance of any Event of Default, accompanied by an Officers' Certificate setting forth the details of such Event of Default and stating what action we propose to take with respect thereto.

Ranking

We will ensure that the Notes will constitute "*obligaciones negociables simples no convertibles en acciones*" under the Negotiable Obligations Law, and will at all times (a) be entitled to the benefits set forth therein and subject to the procedural requirements thereof and of Argentine Law No. 26,831 and the applicable CNV resolutions and (b) constitute our general, unsecured and unsubordinated obligations and rank *pari passu*, without any preferences among themselves, with all our other present and future unsecured and unsubordinated indebtedness (other than obligations preferred by statute or by operation of law).

Further actions

We will use our commercially reasonable efforts to take any action, satisfy any condition or do anything (including the obtaining or effecting of any necessary consent, approval, authorization, exemption, filing, license, order, recording or registration) at any time required in accordance with the applicable laws and regulations to be taken, fulfilled or done in order (a) to enable us lawfully to enter into, exercise our rights and perform and comply with our payment obligations under the Notes and the Indenture, as the case may be, (b) to ensure that those obligations are legally binding and enforceable, and (c) to make the Notes and the Indenture admissible in evidence in the courts of Argentina.

Corporate Governance

We will comply with the corporate governance standards of the NYSE and the reporting requirements of Sections 12, 13 and 15(d) of the Exchange Act. In the event that our securities cease to be listed on the NYSE or are not required to remain subject to the reporting requirements of Section 12, 13 or 15(d) of the Exchange Act, we will continue to comply with the corporate governance standards of the NYSE and to file with the SEC such annual reports and such information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) which are specified in Sections 12, 13 and 15(d) of the Exchange Act.

Certain Definitions

For the purposes of the covenants and the Events of Default:

"*Affiliate*" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Argentina" means the Republic of Argentina, including any province or other political subdivision, instrumentality or authority thereof.

"Argentine GAAP" means generally accepted accounting principles in the Republic of Argentina in effect from time to time, as applicable to non public companies in Argentina for our subsidiaries, including our non public subsidiaries in Argentina.

"*Capital Stock*" means, with respect to any Person, any and all shares, interests, participations, warrants, options, rights or other equivalents of or interests in (however designated and whether voting or non-voting) corporate stock of a corporation and any and all equivalent ownership interests in a Person (other than a corporation), in each case whether now outstanding or hereafter issued, including any preferred stock.

"*Board of Directors*" means either our *Directorio* (Board of Directors) or any committee of such *Directorio*, or our officers, duly authorized to act for us in respect hereof.

"*Business Day*" means a day, other than a Saturday or Sunday, when banks are open for business in the City of New York, United States of America and the City of Buenos Aires, Argentina.

"Change of Control" means the occurrence of an event or series of events that results in Argentina ceasing to be the beneficial owner, directly or indirectly, of a majority in the aggregate of the total voting power of our Capital Stock.

"Change of Control Offer" has the meaning set forth in "—Redemption and Repurchase—Repurchase upon a Change of Control Repurchase Event."

"Change of Control Payment" has the meaning set forth in "—Redemption and Repurchase—Repurchase upon a Change of Control Repurchase Event."

"Change of Control Payment Date" has the meaning set forth in "—Redemption and Repurchase—Repurchase upon a Change of Control Repurchase Event."

"Change of Control Repurchase Event" means the occurrence of both a Change of Control and a Rating Downgrade Event.

"Fiscal Year" means our accounting year commencing each year on January 1 and ending on the following December 31.

"*Government Agency*" means any public legal entity or public agency, created by federal, state or local government, or any other legal entity now existing or hereafter created, or now or hereafter owned or controlled, directly or indirectly, by any public legal entity or public agency. We are not a government agency pursuant to Law No. 26,741.

"Guarantee" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person:

> (a) to purchase or pay, (or advance or supply funds for the purchase or payment of), such Indebtedness of such other Person, (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise), or
>
> (b) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof, in whole or in part,

provided, however, that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The term "Guarantee" used as a verb has a corresponding meaning.

"*IFRS*" means the English language version of the International Financial Reporting Standards, as published by the International Accounting Standards Board, and as adopted by the Argentine Federation of Professional Councils in Economic Sciences ("*FACPCE*") and by the CNV for public companies.

"*Indebtedness*" means, with respect to any Person, without duplication, (a) any liability of such Person (1) for borrowed money, or (2) evidenced by a bond, debt security, debenture or other similar instrument issued in connection with the acquisition of any properties or assets of any kind (other than a trade payable or a current liability arising in the ordinary course of business) (b) Guarantees and other contingent obligations of such Person in respect of Indebtedness referred to in clause (a) above. For purposes of determining any particular amount of Indebtedness under this definition, Guarantees of (or obligation with respect to letters of credit supporting) Indebtedness otherwise included in the determination of such amount shall not also be included. For avoidance of doubt, Indebtedness shall not include any obligations not specified above, including trade payables in the ordinary course of business.

"*Lien*" means any mortgage, pledge, encumbrance, security interest, charge or other encumbrance or preferential arrangement having the effect of constituting a security interest, including, without limitation, the equivalent created or arising under the laws of any country where we or any of our Subsidiaries own Property.

"NYSE" means the New York Stock Exchange.

"*Person*" means any individual, corporation (including a business trust), limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or other entity, or government or any agency or political subdivision thereof.

"*Project Financing*" means Indebtedness or a sale leaseback of Property of a Subsidiary the proceeds of which are applied to fund new acquisition, exploration, development or expansion by, or upgrades of the Property of, such Subsidiary that is secured by the Property of such Subsidiary.

"*Project Financing Subsidiary*" means, with respect to any Project Financing, the Subsidiary that is the primary obligor in respect of such Project Financing.

"*Property*" means any asset, revenue or any other property, whether tangible or intangible, real or personal, including, without limitation, any right to receive income.

"Public Indebtedness" means, with respect to any Person, any Indebtedness of such Person which is in the form of, or represented by bonds, debentures or other securities that (a) are publicly offered or privately placed in securities markets and (b) are, or were intended at the time of issue to be, quoted, listed or traded on any stock exchange, automated trading system or over-the-counter securities market (including securities eligible for sale pursuant to Rule 144A or Regulation S under the Securities Act or any successor law or regulation of similar effect).

"Rating Agency" means each of Standard & Poor's Ratings Group, Inc., or any successor thereto, Moody's Investors Service, Inc., or any successor thereto, and Fitch, Inc., or any successor thereto.

"Rating Downgrade Event" means that at any time within 60 days (which period will be extended for so long as the rating of the Notes is under publicly announced consideration by any of the Rating Agencies then rating such Notes for possible downgrade due to a Change of Control, such extended period ending on such later day that the relevant Rating Agency announces its decision) after the earlier of (x) the date of public announcement of a Change of Control and (y) the date of delivery of written notice by us to the Rating Agencies then rating such Notes of any Person's intention to effect a Change of Control, a downgrade of such Notes by (i) if three Rating Agencies are making ratings of the Notes publicly available, at least two of the Rating Agencies or (ii) if two or fewer Rating Agencies are making ratings of the Notes publicly available, then any one of the Rating Agencies, in whole or in part as a result of such Change of Control.

"*Redeemable Stock*" means any class or series of Capital Stock that by its terms or otherwise is required to be redeemed prior to the Stated Maturity of the Notes, or is redeemable at the option of the holder thereof at any time prior to the Stated Maturity of the Notes.

"*Securities Act*" means the U.S. Securities Act of 1933, as amended.

"*Significant Subsidiary*" means, at any relevant time, any of our Subsidiaries which is a "significant subsidiary" of ours within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC, as in effect on the date of this Offering Memorandum.

"*Subsidiary*" means, with respect to any Person, any corporation, association or other business entity of which more than 50% of the voting power of the Capital Stock thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof.

"*Total Shareholder's Equity*" means our consolidated total shareholder's equity, determined in accordance with Argentine GAAP or IFRS, as applicable, as set forth in our most recent balance sheet filed with the CNV.

Events of Default

If any of the following events (each an "*Event of Default*") with respect to the Notes shall occur and be continuing:

(i) default by us in the payment of any principal or premium due on the Notes and such default continues for a period of 7 days; or

(ii) default by us in the payment of any interest or any Additional Amounts due on any Note and such default continues for a period of 30 days; or

(iii) default by us in the performance or observance of any term, covenant or obligation in the Indenture described in "—Merger, Consolidation, Sale or Conveyance"; or

(iv) default in the performance or observance by us of any other term, covenant or obligation under the Notes or the Indenture not otherwise described in subparagraphs (i), (ii) or (iii) above, for a period of more than 30 days after there has been given to us by the Trustee or by holders of not less than 25% in aggregate principal amount of the outstanding Notes a written notice specifying such default and requiring it to be remedied; or

(v) we or any of our Significant Subsidiaries shall (a) default in the payment of principal of or interest on Public Indebtedness in an aggregate principal amount equal to or in excess of the greater of (i) U.S.$50,000,000 (or the then-equivalent thereof) or (ii) 1% of our Total Shareholder's Equity, other than the Notes, when and as such Public Indebtedness shall become due and payable, if such default continues for more than the period of grace, if any, originally applicable thereto and the time for payment of such amount has not been expressly extended or (b) default in the observance of any other terms and conditions relating to Public Indebtedness in an aggregate principal amount equal to or in excess of the greater of (i) U.S.$50,000,000 (or the then-equivalent thereof) or (ii) 1% of our Total Shareholder's Equity, other than the Notes, if in the case or either (a) or (b) the effect of such default is to cause the aggregate principal amount of such Public Indebtedness to become due prior to its stated maturity; or

(vi) it becomes unlawful for us to perform any of our obligations under the Indenture or the Notes, or any payment obligations of our thereunder ceases to be valid, binding or enforceable; or

(vii) the Indenture for any reason ceases to be in full force and effect in accordance with its terms or the binding effect or enforceability thereof shall be contested by us, or we shall deny that we have any further liability or obligation thereunder or in respect thereof; or

(viii) a resolution is passed or adopted by our Board of Directors or shareholders, or a ruling or judgment of a Government Agency having jurisdiction or a court of competent jurisdiction is made, that we be wound up or dissolved, other than pursuant to a merger, consolidation or other transaction otherwise permitted in accordance with the terms of Indenture as described in "—Mergers, Consolidations, Sales and Leases," and, in the case of any such ruling or judgment, remains undismissed for 30 days; or

(ix) a court having jurisdiction enters a decree or order for (a) relief in respect of us or any of our Significant Subsidiaries in an involuntary case under Argentine Law No. 24,522, as amended (the "*Bankruptcy Law*"), or any other applicable bankruptcy, insolvency or other similar law now or hereafter in effect or (b) appointment of an administrator, receiver, trustee or intervenor for us or any of our Significant Subsidiaries for all or substantially all of our or any of our Significant Subsidiaries' Property and, in each case, such decree or order remains unstayed and in effect for a period of 30 consecutive days; or

(x) we or any of our Significant Subsidiaries (a) commence a voluntary case under the Bankruptcy Law or any other applicable bankruptcy, insolvency or other similar law now or hereafter in effect including, without limitation, any out-of-court agreement (*acuerdo preventivo extrajudicial*), (b) consent to the appointment of or taking possession by an administrator, receiver, trustee or intervenor for us or any of our Significant Subsidiaries for all or substantially all of our or any of our Significant Subsidiaries' Properties or (c) effect any general assignment for the benefit of creditors; or

(xi) a moratorium is agreed or declared in respect of any of our or any of our Significant Subsidiary's Indebtedness; or

(xii) any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in subparagraph (ix) or (x) above;

then, if such an Event of Default (other than an Event of Default specified in subparagraphs (ix), (x), (xi) or (xii) above) occurs and is continuing, the Trustee or the holders of not less than 25% in aggregate principal amount of the outstanding Notes may declare the principal amount of all the Notes to be due and payable immediately, by a notice in writing to us (and to the Trustee if given by the holders), and upon any such declaration such principal amount and any accrued interest and Additional Amounts shall become immediately due and payable. If an Event of Default specified in subparagraphs (ix), (x), (xi) or (xii) above occurs, the principal and any accrued interest and Additional Amounts on all the Notes then outstanding shall become immediately due and payable without any action by the Trustee or any holder; *provided*, *however*, that after such acceleration, an affirmative vote of the holders of not less than 66.66% in aggregate principal amount of the Notes at the time outstanding present or

represented at a meeting of such holders at which a quorum is present may rescind and cancel such declaration and its consequences:

(i) if the rescission would not conflict with any judgment or decree;

(ii) if all existing Events of Default have been cured or waived, except nonpayment of principal or interest that has become due solely because of such declaration of acceleration; and

(iii) if we have paid the Trustee its reasonable compensation and reimbursed the Trustee for its reasonable expenses, disbursements and advances (including legal fees and expenses) in accordance with the Indenture.

No rescission shall affect any subsequent Default or impair any rights relating thereto.

Listing

Application will be made to list the Notes on the Official List of the Luxembourg Stock Exchange and to have them admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange, and we will use our commercial best efforts to obtain and maintain listing of the Notes on the Official List of the Luxembourg Stock Exchange. The Bank of New York Mellon SA/NV, Luxembourg Branch, is the Luxembourg Listing Agent in respect of the Notes. The address of the Luxembourg Listing Agent is set forth on the back cover of this offering memorandum.

Meetings, Modification and Waiver

We and the Trustee may, without the vote or consent of any holder of Notes, modify or amend the Indenture or the Notes for the purpose of:

- adding to our covenants such further covenants, restrictions, conditions or provisions as are for the benefit of the holders of the Notes;
- surrendering any right or power conferred upon us;
- securing the Notes;
- evidencing the succession of another person to us and the assumption by any such successor of our covenants and obligations in the Notes and in the Indenture pursuant to any merger, consolidation or sale of assets;
- establishing the form and term of any new series of securities as permitted under the Indenture;
- for complying with any requirement of the CNV in order to effect and maintain the qualification of the Indenture;
- complying with any requirements of the SEC in order to qualify the Indenture under the Trust Indenture Act;
- making any modification which is of a minor or technical nature or correcting or supplementing any ambiguous, inconsistent or defective provision contained in the Indenture or in such Notes;
- making any other modification, or granting any waiver or authorization of any breach or proposed breach, of any of the terms and conditions of the Notes or any other provisions of the Indenture in any manner which does not adversely affect the interest of the holders of the Notes in any material respect; or
- making modifications or amendments in order to increase the amount of securities that can be issued under the Indenture.

Modifications to and amendments of the Indenture and the Notes may be made, and future compliance or past default by us may be waived, by us and the Trustee by the adoption of a resolution at a meeting of holders of Notes as set forth below, but no such modification or amendment and no such waiver may, without the unanimous consent of the holders of all Notes affected thereby,

- extend the due date for the payment of principal of, premium, if any, or any installment of interest on the Notes;
- reduce the principal amount of, the portion of such principal amount which is payable upon acceleration of the maturity of, the rate of interest on or the premium payable upon redemption or repurchase of the Notes;
- reduce our obligation to pay Additional Amounts on the Notes;
- shorten the period during which we are not permitted to redeem any Note, or permit us to redeem any Note if, prior to such action, we are not permitted to do so;
- amend the circumstances under which the Notes may be redeemed;
- change the currency in which or the required places at which any Note or the premium or interest thereon is payable;
- reduce the percentage of the aggregate principal amount of the Notes necessary to modify, amend or supplement the Indenture or the Notes, or for waiver of compliance with certain provisions thereof or for waiver of certain defaults;

- reduce the percentage of aggregate principal amount of outstanding Notes required for the adoption of a resolution or the quorum required at any meeting of holders of the Notes at which a resolution is adopted;
- modify any provisions of the Indenture relating to meetings of holders of the Notes, modifications or waivers as described above, except to increase any such percentage or to provide that certain other provisions of the Indenture cannot be modified or waived without the consent of the holder of each Note adversely affected thereby; or
- impair the right to sue for enforcement of any payment in respect of any such Notes.

A meeting of the holders of Notes may be called by our Board of Directors, our Supervisory Committee, the Trustee, if any, or upon the request of the holders of at least 5% in principal amount of the outstanding Notes. If a meeting is held pursuant to the written request of holders of Notes, such meeting will be convened within 40 days from the date such written request is received by us.

Meetings may be ordinary meetings or extraordinary meetings. Any proposed amendment to the terms and conditions of the Notes shall be dealt with at an extraordinary meeting. Any such meeting will be held simultaneously in the City of Buenos Aires and New York City by means of telecommunications which permit the participants to hear and speak to each other. Notice of any meeting of holders of Notes (which will include the date, place and time of the meeting, the agenda therefor and the requirements for attendance) will be given as set forth under "—Notices" not less than 10 nor more than 30 days prior to the date fixed for the meeting and will be published at our expense for five business days in Argentina in the Official Gazette of Argentina (*Boletín Oficial*), in a newspaper of general circulation in Argentina, in the electronic gazette of the Mercado Abierto Electrónico ("**MAE**") (as long as the Notes are listed on the MAE). Meetings of holders may be simultaneously convened for two dates, in case the initial meeting were to be adjourned for lack of quorum. However, for meetings that include in the agenda items requiring consent of each holder of a Note or the amendment of any of the terms and conditions of the Note, notice of a new meeting resulting from adjournment of the initial meeting for lack of quorum will be given not less than eight days prior to the date fixed for such new meeting and will be published for three business days in the Official Gazette of Argentina, a newspaper of general circulation in Argentina and in the Bulletin of the BASE (as long as the Notes are listed on the MAE).To be entitled to vote at a meeting of holders, a person shall be (i) a holder of one or more Notes as of the relevant record date or (ii) a person appointed by an instrument in writing as proxy by such a holder of one or more Notes.

The quorum at any ordinary meeting called to adopt a resolution will be persons holding or representing a majority in aggregate principal amount of the outstanding Notes and at any reconvened adjourned ordinary meetings will be any person(s) present at such reconvened adjourned meeting. The quorum at any extraordinary meeting called to adopt a resolution will be persons holding or representing at least 60% in aggregate principal amount of the outstanding Notes and at any reconvened adjourned extraordinary meeting will be persons holding or representing at least 30% in aggregate principal amount of the outstanding Notes. At a meeting or a reconvened adjourned meeting duly convened and at which a quorum is present, any resolution to modify or amend, or to waive compliance with, any provision of the Notes (other than the provisions referred to in the fourth preceding paragraph) will be validly passed and decided if approved by the persons entitled to vote a majority in aggregate principal amount of the Notes then outstanding represented and voting at the meeting. Any instrument given by or on behalf of any holder of a Note in connection with any consent to any such modification, amendment or waiver will be irrevocable once given and will be conclusive and binding on all subsequent holders of such Note. Any modifications, amendments or waivers to the Indenture or to the Notes will be conclusive and binding upon all holders of Notes whether or not they have given such consent or were present at any meeting, and on all Notes.

We will designate the record date for determining the holders of Notes entitled to vote at any meeting and we will provide notice to holders of Notes in the manner set forth in the Indenture. The holder of a Note may, at any meeting of holders of Notes at which such holder is entitled to vote, cast one vote for each U.S. dollar in principal amount of the Notes held by such holder.

For purposes of the above, any Note authenticated and delivered pursuant to the Indenture will, as of any date of determination, be deemed to be "outstanding," except:

(i) Notes theretofore canceled by the Trustee or delivered to us or the Trustee for cancellation;

(ii) Notes that have been called for redemption or tendered for repurchase in accordance with their terms or which have become due and payable at maturity or otherwise and with respect to which monies sufficient to pay the principal thereof and any premium, interest, Additional Amounts or other amount thereon have been deposited with us or with the Trustee; or

(iii) Notes in lieu of or in substitution for which other Notes have been authenticated and delivered;

provided, *however*, that in determining whether the holders of the requisite principal amount of outstanding Notes are present at a meeting of holders of Notes for quorum purposes or have consented to or voted in favor of any notice, consent, waiver, amendment, modification or supplement under the Indenture, Notes owned directly or indirectly by us or any of our Affiliates, including any Subsidiary, will be disregarded and deemed not to be outstanding.

Promptly after the execution by us and the Trustee of any supplement or amendment to the Indenture, we will give notice thereof to the holders of the Notes issued under the Indenture and, if applicable, to the CNV, setting forth in general terms the substance of such supplement or amendment. If we fail to give such notice to the holders of the Notes within 15 days after the execution of such supplement or amendment, the Trustee will give notice to the holders at our expense. Any failure by us or the Trustee to give such notice, or any defect therein, will not, however, in any way impair or affect the validity of any such supplement or amendment.

As long as the Notes are listed on the Official List of the Luxembourg Stock Exchange for trading on the Euro MTF market, the meetings of holders of the Notes and notices thereof will also comply with the applicable rules of the Luxembourg Stock Exchange.

Enforcement by Holders of Notes

Except as described in the next paragraph, no holder of a Note will have any right by virtue of or by availing itself of any provision of the Indenture or such Note to institute any suit, action or proceeding in equity or at law upon or under or with respect to the Indenture or the Notes or for the appointment of a receiver or trustee, or for any other remedy thereunder, unless (i) such holder previously has given to the Trustee written notice of a default with respect to the Notes, (ii) holders of not less than 25% in aggregate principal amount of the Notes have made written request upon the Trustee to institute such action, suit or proceeding in its own name as trustee under the Indenture and have offered to the Trustee such reasonable indemnity as it may require against the costs, expenses and liabilities to be incurred therein or thereby and (iii) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such action, suit or proceeding and no direction inconsistent with such written request has been given to the Trustee pursuant to the Indenture.

Notwithstanding any other provision in the Indenture and any provision of any Note issued under the Indenture, the right of any holder of Notes to receive payment of the principal, any premium, and interest on such Note (and Additional Amounts, if any) on or after the respective due dates expressed in such Note, or to institute suit, including a summary proceeding (*acción ejecutiva individual*) pursuant to Article 29 of the Negotiable Obligations Law, for the enforcement of any such payment on or after such respective dates, will not be impaired or affected without the consent of such holder.

Any beneficial owner of Notes issued under the Indenture represented by a Global Note will be able to obtain from the relevant depositary, upon request and subject to certain limitations set forth in the Indenture, a certificate representing its interest in the relevant Global Note in accordance with the Argentine Capital Markets Law. This certificate will enable such beneficial owner to initiate legal action before any competent court in Argentina, including a summary proceeding, to obtain overdue amounts under the Notes.

Covenant Defeasance

We may elect to terminate our obligations under certain of the covenants in the Indenture, so that any failure to comply with such obligations will not constitute an event of default ("covenant defeasance"). In order to exercise covenant defeasance, we must irrevocably deposit with the Trustee money or U.S. government obligations, or any combination thereof, in such amounts as will be sufficient to pay the principal, premium, if any, and interest (and Additional Amounts, if any) in respect of the Notes then outstanding on the Stated Maturity of the Notes, and comply with certain other conditions, including, without limitation, the delivery to the Trustee of an opinion of a nationally recognized counsel in the United States and an opinion of a nationally recognized counsel in Argentina

experienced in such tax matters to the effect that the deposit and related defeasance would not cause the holders of the Notes to recognize income, gain or loss under the tax laws of the United States or Argentina, respectively.

Repayment of Monies; Prescription

Any monies deposited with or paid to the Trustee or any Paying Agent, for the payment of the principal of or interest or any other amounts payable on or in respect of any Note (and Additional Amounts, if any) and not applied but remaining unclaimed for two years after the date upon which such principal or interest or other amounts have become due and payable will, unless otherwise required by mandatory provisions of applicable escheat or abandoned or unclaimed property law, be repaid to us by the Trustee or such Paying Agent, and the holder of such Note will, unless otherwise required by mandatory provisions of applicable escheat or abandoned or unclaimed property laws, thereafter look only to us for any payment that such holder may be entitled to collect, and all liability of the Trustee or any Paying Agent with respect to such monies will thereupon cease.

All claims against us for the payment of principal of or interest or any other amounts payable on or in respect of any Note (and Additional Amounts, if any) will prescribe unless made within five years for principal and two years for interest from the date on which such payment first became due, or a shorter period if provided by applicable law.

Notices

Notices to holders of Notes will be deemed to be validly given (i) if in certificated, non-global form, if sent by first class mail to them (or, in the case of joint holders, to the first-named in the Register) at their respective addresses as recorded in the Register, and will be deemed to have been validly given on the fourth Business Day after the date of such mailing, and for notices mailed to holders of Notes located in Argentina, upon receipt, and (ii) for as long as such Notes are listed on the MAE, upon publication in the electronic gazette of the MAE and in a widely circulated newspaper in Argentina and (iii) for as long as such Notes are listed on the Official List of the Luxembourg Stock Exchange for trading on the Euro MTF market, upon publication in a leading daily newspaper of general circulation in Luxembourg (however, if such publication is not practicable, notice will be considered to be validly given if otherwise made in accordance with the rules of the Luxembourg Stock Exchange). It is expected that notices in Luxembourg will be published in the Luxemburger Wort and notices in the City of Buenos Aires will be published in *La Nación* or *El Cronista Comercial*. Any such notice will be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the last date on which publication is required and made as so required. Notices to holders of global Notes will be sent to DTC as the holder thereof, and DTC will communicate such notices to its participants in accordance with its standard procedures.

In addition, we will be required to cause all such other publications of such notices as may be required from time to time by applicable Argentine law. Neither the failure to give notice nor any defect in any notice given to any particular holder of a Note will affect the sufficiency of any notice with respect to any other Notes.

Judgment Currency Indemnity

This is an international debt issuance transaction in which the specification of U.S. dollars and payment in New York City is of the essence, and our obligations under the Notes and the Indenture to the Trustee and the holders of the Notes to make payment in U.S. dollars shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any other currency or in another place except to the extent that on the Business Day following receipt of any sum adjudged to be so due in the judgment currency the payee may in accordance with normal banking procedures purchase U.S. dollars in the amount originally due with the judgment currency. If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum due under the Notes and the Indenture in U.S. dollars into another currency (in this paragraph called the "judgment currency"), the rate of exchange shall be that at which, in accordance with normal banking procedures, such payee could purchase such U.S. dollars in New York, New York with the judgment currency on the Business Day immediately preceding the day on which such judgment is rendered. Our obligation in respect of any such sum due under the Notes and the Indenture shall, notwithstanding the rate of exchange actually applied in rendering such judgment, be discharged only to the extent that on the Business Day following receipt by the relevant payee of any sum adjudged to be due under the Notes and the Indenture in the judgment currency the relevant payee may, in accordance with normal banking procedures, purchase and transfer dollars to New York City with the amount of the judgment currency so adjudged to be due (giving effect to any set-off or counterclaim taken into account in

rendering such judgment). Accordingly, we will agree, as a separate obligation and notwithstanding any such judgment, to indemnify each of the holders of the Notes and the Trustee against, and to pay on demand, in U.S. dollars, the amount by which the sum originally due to the holders of the Notes or the Trustee in U.S. dollars under the Notes and the Indenture exceeds the amount of the U.S. dollars so purchased and transferred.

We agree that, notwithstanding any restriction or prohibition on access to the foreign exchange market in Argentina, any and all payments to be made under the Notes and the Indenture will be made in U.S. dollars. Nothing in the Notes and the Indenture shall impair any of the rights of the holders of the Notes or the Trustee or justify us in refusing to make payments under the Notes and the Indenture in U.S. dollars for any reason whatsoever, including, without limitation, any of the following: (i) the purchase of U.S. dollars in Argentina by any means becoming more onerous or burdensome for us than as of the date hereof and (ii) the exchange rate in force in Argentina increasing significantly from that in effect as of the date hereof. We waive the right to invoke any defense of payment impossibility (including any defense under Section 1091 of the Argentine Civil and Commercial Code), impossibility of paying in U.S. dollars (assuming liability for any force majeure or act of God), or similar defenses or principles (including, without limitation, equity or sharing of efforts principles).

Governing law; judgments; jurisdiction; service of process; waiver of immunities

The Indenture and the Notes shall be governed by, and construed in accordance with, the laws of the State of New York; *provided* that all matters relating to the due authorization, execution, issuance and delivery of the Notes by us, all matters relating to the legal requirements necessary in order for the Notes to qualify as "*obligaciones negociables*" under Argentine law, and certain matters related to meetings of Holders, including quorums, majorities, and requirements for convocation, shall be governed by the Negotiable Obligations Law, the Argentine General Companies Law No. 19,550 and/or other applicable Argentine laws and regulations.

Under the Judiciary Law of the State of New York, a judgment or decree in an action based upon an obligation denominated in a currency other than U.S. dollars will be rendered in the foreign currency of the underlying obligation and converted into U.S. dollars at a rate of exchange prevailing on the date of the entry of the judgment or decree.

We will submit to the non-exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan, City and State of New York, of any Argentine court sitting in the City of Buenos Aires, including the ordinary courts for commercial matters and the *Tribunal de Arbitraje del MAE* (Arbitration Tribunal of the MAE), or the permanent arbitration tribunal from the market in which the Notes are listed, under the provisions of Article 46 of Argentine Law No. 26,831, and any competent court in the place of its corporate domicile for purposes of any suit, action or proceeding arising out of or related to the Indenture or the Notes. We will irrevocably waive, to the fullest extent permitted by law, any objection which we may have to the laying of the venue of any such action or proceeding brought in such a court and any claim that any such action or proceeding brought in such a court has been brought in an inconvenient forum. We have also agreed that final judgment in any such action or proceeding brought in such court will be conclusive and binding upon us and may be enforced in any court in the jurisdiction to which we are subject by a suit upon such judgment; *provided, however*, that service of process is effected upon us in the manner specified in the following paragraph.

As long as any Note remains outstanding, we will at all times have an authorized agent in the Borough of Manhattan in the City and State of New York upon whom process may be served in any legal action or proceeding arising out of or relating to the Notes or the Indenture. Service of process upon such agent and written notice of such service mailed or delivered to the party being joined in such action or proceeding will, to the extent permitted by law, be deemed in every respect effective service of process upon such party in any such legal action or proceeding. We will appoint Cogency Global Inc., 10 East 40th Street, 10th Floor, New York, New York 10016 as our agent for service of process in any proceedings in the Borough of Manhattan, City and State of New York.

We acknowledge and agree that the activities contemplated by the provisions of the Indenture are commercial in nature rather than governmental or public and, therefore, acknowledges and agrees that it is not entitled to any right of immunity on the grounds of sovereignty or otherwise with respect to any such activities or in any legal action or proceeding arising out of or in any way relating to the Indenture. The Company, in respect of itself and its properties and revenues, expressly and irrevocably waives any such right of immunity (including any immunity from the jurisdiction of any court or from service of process or from any execution of judgment or from attachment prior to judgment or in aid of execution or otherwise) or claim thereto which may now or hereafter exist,

and agrees not to assert any such right or claim in any such action or proceeding, whether in the United States or otherwise.

Trustee

The Notes will be issued in accordance with the Indenture. The Indenture contains provisions relating to the duties and responsibilities of the Trustee and its obligations to the holders of the Notes.

The Trustee may resign at any time and the holders of a majority in aggregate principal amount of the Notes may remove the Trustee at any time. If the Trustee has or shall acquire a conflicting interest within the meaning of the Trust Indenture Act, the Trustee shall either eliminate such interest or resign in accordance with the Trust Indenture Act. We may remove the Trustee if the Trustee becomes ineligible to serve as Trustee under the terms of the Indenture, becomes incapable of acting as Trustee, or is adjudged insolvent or bankrupt. If the Trustee resigns or is removed, a successor Trustee will be appointed in accordance with the terms of the Indenture. We will give notice of any resignation, termination or appointment of the Trustee to the holders of the Notes and to the CNV.

In the Indenture, we will covenant to indemnify and defend the Trustee for, and to hold it harmless against, any loss, liability or documented expense (including the reasonable costs and documented expenses of its counsel) arising out of or in connection with the acceptance or administration of the Indenture or the trusts thereunder and the performance of its duties and the exercise of its rights thereunder, including in each of its capacities thereunder as Trustee, Co-Registrar, Principal Paying Agent and Transfer Agent, except to the extent such loss, liability or expense is due to its own negligence or willful misconduct.

The Indenture will provide that the Trustee or any Affiliate or agent of the Trustee may become the owner or pledgee of securities with the same rights it would have if it were not the Trustee or any agent of the Trustee and may otherwise deal with us and receive, collect, hold and retain collections from us with the same rights it would have if it were not the Trustee or an Affiliate or agent. The Trustee and its Affiliates and agents are entitled to enter into business transactions with us or any of our Affiliates without accounting for any profit resulting from such transactions.

Paying Agents; Transfer Agents; Registrars

The Registrars, Paying Agents and Transfer Agents appointed by us for the Notes, are listed at the back of this offering memorandum. We may at any time appoint additional or other Registrars, Paying Agents and Transfer Agents and terminate the appointment thereof; *provided*, *however*, that (i) while Notes are outstanding, we will maintain a Registrar, a Paying Agent and a Transfer Agent in New York City; (ii) as long as the Notes are listed on the Official List of the Luxembourg Stock Exchange for trading on the Luxembourg Stock Exchange and the rules of the Euro MTF market so require, at least one Paying Agent will be located in Luxembourg; and (iii) as long as it is required by Argentine law or by the CNV, we will maintain a Registrar, a Paying Agent and a Transfer Agent in the City of Buenos Aires. Notice of any resignation, termination or appointment of any Registrar, Paying Agent or Transfer Agent, and of any change in the office through which any Registrar, Paying Agent or Transfer Agent will act, will be promptly given by us to the holders of the Notes in the manner described under "—Notices" above and to the CNV and any exchange upon which the Notes may then be listed (if required).

The Trustee, the Paying Agents, the Transfer Agents, the Registrar and the Co-Registrar make no representation or warranty regarding this offering memorandum or the matters contained herein.

UPDATE OF LEGAL PROCEEDINGS

The following description contains relevant updates to the information relating to our legal proceedings provided in the 2018 20-F incorporated by reference in this offering memorandum. For more detailed information about our legal proceedings please see "Item 8. Financial Information-Legal Proceedings" in the 2018 20-F incorporated by reference in this offering memorandum.

See Notes 30 and 31 to the Unaudited Condensed Interim Consolidated Financial Statements.

Additionally, in connection with the claims filed by the Maxus Energy Corporation liquidating trust (the "Liquidating Trust"), subsequent to the approval of the Unaudited Condensed Interim Consolidated Financial Statements, on May 21, 2019, the Company and its subsidiaries YPF Holdings Inc., CLH Holdings Inc. and YPF International S.A. (jointly the "YPF Entities"), filed a request for the Liquidating Trust to deliver, under the Discovery process, a copy of certain documents that might be in their possession.

On June 3, 2019, the YPF Entities filed an objection to the motion submitted by the Liquidating Trust requiring them to provide certain other documents.

On June 7, 2019, Repsol and certain of its affiliates which are party to this claim filed a "Motion to Withdraw the reference" under these proceedings.

In a similar manner, on June 11, 2019, the YPF Entities filed a "Motion to withdraw the reference" under these proceedings.

Finally, in connection with the litigation relating to Petersen Energía Inversora, S.A.U. and Petersen Energía, S.A.U. (jointly, the "Petersen Entities"), on May 21, 2019, the Solicitor General of the United States submitted its brief for the United States, recommending that the proceedings continue to take place in the United States.

On June 3, 2019, the Argentine Republic filed a supplemental brief to its prior *writ of certiorari*.

UPDATE OF REGULATORY FRAMEWORK

The following description contains relevant updates to the information relating to our regulatory framework provided in the 2018 20-F incorporated by reference in this offering memorandum. For more detailed information about our regulatory framework please see "Item 4. Information on the Company-Regulatory Framework and Relationship with the Argentine Government" in the 2018 20-F incorporated by reference in this offering memorandum.

See Note 33 to the Unaudited Condensed Interim Consolidated Financial Statements.

BOOK-ENTRY, DELIVERY AND FORM

The notes are being offered and sold only:

- to qualified institutional buyers in reliance on Rule 144A (the "Rule 144A Notes"); or
- in offshore transactions in reliance on Regulation S (the "Regulation S Notes").

The notes will be issued in fully registered global form in minimum denominations of U.S.$10,000 and integral multiples of U.S.$1,000 in excess thereof. Rule 144A Notes initially will be represented by one or more permanent global certificate (which may be subdivided) without interest coupons (the "Rule 144A Global Note"). Regulation S Notes initially will be represented by one or more permanent global certificate (which may be subdivided) without interest coupons (the "Regulation S Global Note" and, together with the Rule 144A Global Note, the "Global Notes").

The Global Notes will be deposited upon issuance with the Trustee as custodian for DTC, in New York, New York, and registered in the name of DTC or its nominee for credit to an account of a direct or indirect participant in DTC, including Euroclear Bank S.A./N.V., as operator of the Euroclear System ("Euroclear"), and Clearstream Banking, société anonyme ("Clearstream"), as described below under "—Depositary Procedures."

Except as set forth below, the Global Notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the Global Notes may not be exchanged for notes in certificated form except in the limited circumstances described below under "—Exchange of Book-Entry Notes for Certificated Notes."

The notes will be subject to certain restrictions on transfer and will bear a restrictive legend as described under "Transfer Restrictions" in this offering memorandum. In addition, transfers of beneficial interests in the Global Notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants (including, if applicable, those of Euroclear and Clearstream), which may change from time to time.

Depositary Procedures

The following description of the operations and procedures of DTC, Euroclear and Clearstream are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them. We take no responsibility for these operations and procedures and urge investors to contact the systems or their participants directly to discuss these matters.

DTC is a limited-purpose trust company created to hold securities for its participating organizations (collectively, the "Participants") and facilitate the clearance and settlement of transactions in those securities between Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers (including the initial purchasers), banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the "Indirect Participants"). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through Participants or Indirect Participants. DTC has no knowledge of the identity of beneficial owners of securities held by or on behalf of DTC. DTC's records reflect only the identity of Participants to whose accounts securities are credited. The ownership interests and transfer of ownership interests of each beneficial owner of each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect Participants.

Pursuant to procedures established by DTC:

- upon deposit of the Global Notes, DTC will credit the accounts of Participants designated by the initial purchasers with portions of the principal amount of the Global Notes; and

- ownership of such interests in the Global Notes will be maintained by DTC (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interests in the Global Notes).

Investors in the Global Notes may hold their interests therein directly through DTC, if they are Participants in such system, or indirectly through organizations (including Euroclear and Clearstream) that are Participants or Indirect Participants in such system. Euroclear and Clearstream will hold interests in the notes on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositaries. The depositaries, in turn, will hold interests in the notes in customers' securities accounts in the depositaries' names on the books of DTC.

All interests in a Global Note, including those held through Euroclear or Clearstream, will be subject to the procedures and requirements of DTC. Those interests held through Euroclear or Clearstream will also be subject to the procedures and requirements of those systems. The laws of some states require that certain persons take physical delivery of certificates evidencing securities they own. Consequently, the ability to transfer beneficial interests in a Global Note to such persons will be limited to that extent. Because DTC can act only on behalf of Participants, which in turn act on behalf of Indirect Participants, the ability of beneficial owners of interests in a Global Note to pledge such interests to persons or entities that do not participate in the DTC system, or otherwise take actions in respect of such interests, may be affected by the lack of a physical certificate evidencing such interests. For certain other restrictions on the transferability of the notes, see "—Exchange of Book-Entry Notes for Certificated Notes."

Except as described below, owners of interests in the Global Notes will not have notes registered in their names, will not receive physical delivery of notes in certificated form and will not be considered the registered owners or holders thereof under the indenture for any purpose.

Payments in respect of the principal of and premium, if any, and interest on a Global Note registered in the name of DTC or its nominee will be remitted by the Trustee (or the Paying Agents if other than the Trustee) to DTC in its capacity as the registered holder under the indenture. The Company, the Registrar, the Co-Registrar, the Paying Agents, the Transfer Agents and the Trustee will treat the persons in whose names the notes, including the Global Notes, are registered as the owners thereof for the purpose of receiving such payments and for any and all other purposes whatsoever. Consequently, none of the Company, the Registrar, the Paying Agent, the Trustee or any agent of the Company, the Registrar, the Paying Agent or the Trustee has or will have any responsibility or liability for:

- any aspect of DTC's records or any Participant's or Indirect Participant's records relating to or payments made on account of beneficial ownership interests in the Global Notes, or for maintaining, supervising or reviewing any of DTC's records or any Participant's or Indirect Participant's records relating to the beneficial ownership interests in the Global Notes; or

- any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants.

DTC has advised the Company that its current practice is to credit the accounts of the relevant Participants with the payment on the payment date in amounts proportionate to their respective holdings in the principal amount of the relevant security as shown on the records of DTC, unless DTC has reason to believe it will not receive payment on such payment date. Payments by the Participants and the Indirect Participants to the beneficial owners of notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the Trustee, the Registrar, the Paying Agent or the Company. None of the Company, the Registrar, the Paying Agent, the Trustee or any agent of the Company, the Registrar, the Paying Agent or the Trustee will be liable for any delay by DTC or any of its Participants in identifying the beneficial owners of the notes, and the Company, the Registrar, the Paying Agent and the Trustee and their respective agents may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Except for trades involving only Euroclear and Clearstream participants, interests in the Global Notes are expected to be eligible to trade in DTC's Same-Day Funds Settlement System and secondary market trading activity

in such interests will therefore settle in immediately available funds, subject in all cases to the rules and procedures of DTC and its Participants.

Subject to the transfer restrictions described under "Transfer Restrictions" in this offering memorandum, transfers between Participants in DTC will be effected in accordance with DTC's procedures, and will be settled in same-day funds, and transfers between participants in Euroclear and Clearstream will be effected in accordance with their respective rules and operating procedures.

Subject to the transfer restrictions described under "Transfer Restrictions" in this offering memorandum, cross-market transfers between Participants in DTC, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by their depositaries. Cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the ease may be, by the counterparty in that system in accordance with the rules and procedures and within the established deadlines (Brussels time) of that system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depositaries to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant Global Note in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear and Clearstream participants may not deliver instructions directly to the depositaries for Euroclear or Clearstream.

Because of time zone differences, the securities account of a Euroclear or Clearstream participant purchasing an interest in a Global Note from a Participant in DTC will be credited and reported to the relevant Euroclear or Clearstream participant, during the securities settlement processing day (which must be a business day for Euroclear and Clearstream) immediately following the settlement date of DTC. DTC has advised the Company that cash received in Euroclear or Clearstream as a result of sales of interests in a Global Note by or through a Euroclear or Clearstream participant to a Participant in DTC will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream cash account only as of the business day for Euroclear or Clearstream following DTC's settlement date.

DTC has advised the Company that it will take any action permitted to be taken by a holder of notes only at the direction of one or more Participants to whose account with DTC interests in the Global Notes are credited and only in respect of such portion of the aggregate principal amount of the notes as to which such Participant or Participants has or have given such direction.

Although DTC, Euroclear and Clearstream have agreed to the foregoing procedures to facilitate transfers of interests in the Global Notes among participants in DTC, Euroclear and Clearstream, they are under no obligation to perform or to continue to perform such procedures, and the procedures may be discontinued at any time. None of the Company, the Registrar, the Co-Registrar, the Paying Agents, the Transfer Agents or the Trustee will have any responsibility for the performance by DTC, Euroclear or Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

The information in this section concerning DTC, Euroclear and Clearstream and their book-entry systems has been obtained from sources that the Company believes to be reliable, but the Company takes no responsibility for the accuracy thereof.

Exchange of Book-Entry Notes for Certificated Notes

The Global Notes are exchangeable for certificated notes in definitive, fully registered form without interest coupons (the "Certificated Notes") only in the following limited circumstances:

- DTC notifies the Company that it is unwilling or unable to continue as depositary for the Global Notes or DTC ceases to be a clearing agency registered under the Exchange Act at a time when DTC is required to be so registered in order to act as depositary, and in each ease the Company fails to appoint a successor depositary within 90 days of such notice; or

- if there shall have occurred and be continuing an Event of Default with respect to the notes and a majority of the holders of the notes so request.

In all cases, Certificated Notes delivered in exchange for any Global Note or beneficial interests therein will be registered in the names, and issued in any approved denominations, requested by or on behalf of DTC (in accordance with its customary procedures) and will bear the applicable restrictive legend referred to in "Transfer Restrictions" in this offering memorandum, unless the Company determines otherwise in accordance with the indenture and in compliance with applicable law.

Transfers Within and Between Global Notes

Beneficial interests in the Regulation S Global Note may be transferred to a person who takes delivery in the form of an interest in the Rule 144A Global Note only if such transfer is made pursuant to Rule 144A and the transferor first delivers to the Trustee a written certification (in the form provided in the indenture) to the effect that such transfer is being made to a person who the transferor reasonably believes is a qualified institutional buyer within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and in accordance with all applicable securities laws of the states of the United States and other jurisdictions.

Beneficial interests in the Rule 144A Global Note may be transferred to a person who takes delivery in the form of a beneficial interest in the Regulation S Global Note only upon receipt by the Trustee of a written certification (in the form provided in the indenture) from the transferor to the effect that such transfer is being made in accordance with Regulation S.

The Trustee shall be entitled to receive such evidence as may be reasonably requested by them to establish the identity and/or signatures of the transferor and transferee.

Transfers of beneficial interests within a Global Note may be made without delivery of any written certification or other documentation from the transferor or the transferee.

Transfers of beneficial interests in the Regulation S Global Note for beneficial interests in the Rule 144A Global Note or vice versa will be effected by DTC by means of an instruction originated by the Trustee through the DTC Deposit/Withdraw at Custodian system. Accordingly, in connection with any transfer, appropriate adjustments will be made to reflect a decrease in the principal amount of the Regulation S Global Note and a corresponding increase in the principal amount of the Rule 144A Global Note or vice versa, as applicable. Any beneficial interest in one of the Global Notes that is transferred to a person who takes delivery in the form of an interest in another Global Note will, upon transfer, cease to be an interest in such Global Note and will become an interest in the other Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in such other Global Note for so long as it remains such an interest.

TAXATION

The following discussion summarizes certain Argentine tax and U.S. federal income tax considerations that may be relevant to you if you purchase, own or sell notes issued under this program. This summary is based on laws, regulations, rulings and decisions now in effect in each of these jurisdictions, including any relevant tax treaties. Any change could apply retroactively and could affect the continued validity of this summary. This summary does not describe all of the tax considerations that may be relevant to you or your situation, particularly if you are subject to special tax rules.

Argentine Tax Considerations

The following is a general summary of certain Argentine income tax consequences resulting from the beneficial ownership of notes by certain persons. While this description is considered to be a correct interpretation of existing Argentine laws and regulations in force as at the date of this offering memorandum, no assurance can be given that the courts or fiscal authorities responsible for the administration of such laws will agree with this interpretation or that changes to such laws will not occur, which may also have retroactive effects.

Payments of Interest

Stated interest on a Note (including any Argentine tax withheld) will generally be taxable to you as ordinary income at the time it is paid or accrued in accordance with your regular method of accounting for U.S. federal income tax purposes. In addition to stated interest on the Notes, you will be required to include in income any Additional Amounts (as described under "Description of the Notes—Payments of Additional Amounts") paid in respect of any Argentine withholding tax. You may be entitled to deduct or credit any Argentine withholding tax, subject to certain limitations (including that the election to deduct or credit foreign taxes applies to all of your foreign taxes for a particular taxable year). Interest income (including any Additional Amounts) on a Note generally will be considered foreign source income and, for purposes of the U.S. foreign tax credit, generally will be considered passive category income. You will generally be denied a foreign tax credit for Argentine or other foreign taxes imposed with respect to the notes where you do not meet a minimum holding period requirement during which you are not protected from risk of loss. The rules governing the foreign tax credit are complex. You are urged to consult your tax advisors regarding the availability of the foreign tax credit under your particular circumstances.

Sale, Exchange, Retirement or other Taxable Disposition of Notes

Upon the sale, exchange, retirement or other taxable disposition of a note, you will recognize gain or loss equal to the difference between the amount you realize thereon (less an amount equal to any accrued but unpaid interest, which will be taxable as interest income to the extent not previously included in income) and your adjusted tax basis in the note. Your adjusted tax basis in a note will, in general, be your cost for that note. Any gain or loss you recognize will generally be capital gain or loss and will generally be long-term capital gain or loss if at the time of the sale, exchange, retirement or other disposition the note has been held for more than one year. Long-term capital gains of non-corporate U.S. holders (including individuals) are eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations. Any gain or loss you recognize will generally be treated as U.S. source gain or loss. Consequently, you may not be able to claim a credit for any Argentine or other foreign tax imposed upon a disposition of a note unless that credit can be applied (subject to applicable limitations) against U.S. federal income tax due on other income treated as derived from foreign sources.

Backup Withholding and Information Reporting

Generally, information reporting requirements will apply to all payments on the notes and the proceeds from a sale or other disposition of a note paid to you, unless you are an exempt recipient. Additionally, if you fail to provide your taxpayer identification number or, in the case of interest payments, fail either to report in full dividend and interest income or to make certain certifications, you may be subject to backup withholding on any such payments or proceeds.

Backup withholding is not an additional tax and any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against your U.S. federal income tax liability, provided the required information is timely furnished to the Internal Revenue Service.

The above description is not intended to constitute a complete analysis of all tax consequences relating to the ownership of notes. Prospective purchasers of notes should consult their own tax advisors concerning the tax consequences of their particular situations.

Certain Argentine Tax Considerations

The following summary is based on Argentina's tax laws as they are in effect on the date of this offering memorandum and is subject to any changes in Argentine laws that may become effective after such date.

On December 29, 2017, Law No. 27,430 (the "Tax Reform Law") was published in the Official Gazette, which introduces several modifications to Argentina's tax regime. Decrees No. 279/2018, and No. 1170/2018 and General Resolution AFIP 4227/2018, amended certain provisions in the Tax Reform Law regarding, among others, the income tax applicable to income obtained by non-Argentine residents derived from financial transactions and dividends.

Prospective purchasers of the notes should consult their own tax advisors as to the Argentine or other tax consequences of the purchase, ownership and disposition of the notes or beneficial interests therein. They should especially consider how the tax considerations discussed below, as well as the application of state, local, foreign or other tax laws, could apply to them in their particular circumstances.

Argentina has entered into tax treaties with several countries in order to avoid duplication of taxes on income and wealth. If an investor resides for tax purposes in one of the countries with tax treaties in force, in principle, such treaties will prevail over domestic law and regulations, unless applicable law offers a more favorable treatment.

The following description is based on a reasonable interpretation of the rules in force as of the date hereof. However, we cannot assure that the relevant tax authorities and the courts will apply such rules as interpreted herein, which may result in consequences different from those summarized herein.

Income Tax

Interest Payments

In accordance with the Tax Reform Law, which abrogated points 3° and 4° of Article 36 bis of the Negotiable Obligations Law, interest obtained by Argentine resident individuals or undivided estates resident in Argentina, arising from notes denominated in foreign currency is subject to a to a 15% federal income tax ("Income Tax") rate.

In case of non-Argentine residents who do not reside in non-cooperative jurisdictions or channel their funds through non-cooperative jurisdictions, interest payments are exempt if the issuer complies with the following requirements set forth in Article 36 of the Negotiable Obligations Law:

- the notes must be placed through a public offering authorized by the CNV;
- the proceeds obtained from the issue of the notes must be applied either to (i) investments in tangible assets in Argentina, (ii) acquisition of an ongoing concern located in Argentina, (iii) working capital in Argentina, (iv) refinancing of debt, (v) capital contributions to controlled or affiliated corporations, (vi) acquisition of capital stock and/or (vii) financing of the ordinary business of the issuer, provided that such proceeds are used only for the purposes set forth in (i), (ii), (iii), (iv), (v), (vi) or (vii) above pursuant to the corporate resolution that approves the issuance of the notes as described in this offering memorandum; and
- the issuer must provide evidence to the CNV in the time and manner prescribed by the CNV Rules that the proceeds of the notes have been used for the purposes described in the prior bullet point.

In the event that these conditions are not met, the same Income Tax rates provided for Argentine resident individuals shall apply to non-Argentine residents on a presumed taxable base of 43% or 100% provided in Article 93 inc. c) sections 1° and 2°, respectively, of the Income Tax Law, depending on the condition of the holder and the issuer, all in accordance with Article 3° of General Resolution AFIP 4227.

Second unnumbered article following Article 15 of the Income Tax law defines "non-cooperative jurisdictions" as those countries or jurisdictions that have not entered into an exchange of information for tax purposes agreement or non-double taxation treaty with Argentina with a broad exchange of information clause, as well as those countries that entered into such agreements but do not effectively comply with such exchange of information provisions.

The agreements and conventions mentioned in the previous paragraph must comply with the international standards of fiscal transparency and information exchange regarding fiscal matters to which Argentina has agreed to be subject to.

As a result of the tax treaties entered into by Argentina, Article 20 of Decree No. 1344/1998 (as amended by Decree No. 1170/2018) and its regulatory decree provide that agreements and treaties will be deemed to comply with international standards of fiscal transparency and information exchange for purposes of the third paragraph of the second unnumbered article following Article 15 of the Income Tax law, when: (i) the parties subject thereto are committed to using the powers granted to them to obtain and provide the requested tax information, and (ii) parties do not refuse to provide requested information by arguing it is held by a bank or another financial institution, or by any other person acting as an agent or a fiduciary.

Additionally, the second unnumbered article following Article 15 of the Income Tax Law, provides that the Argentine government will publish up a list of non-cooperative jurisdictions, provided, however that Article 7° of Decree No. 279/2018 establishes that until the Argentine government issues the "cooperative" or "non-cooperative" list, the current list published by the AFIP within the framework of Decree No. 589/2013 must be considered to determine whether a jurisdiction is deemed to be cooperative or not.

In the case of non-Argentine residents residing in or that the funds invested are channeled through non-cooperative jurisdictions, interest payments will be subject to the 35% withholding rate provided for in Article 91 of the Income Tax Law, in accordance with the provisions of Article 4° of Decree No. 279/2018. Such rate will apply on a presumed taxable base of 43% or 100% provided in Article 93 inc. c) sections 1° and 2°, respectively, of the Income Tax Law, depending on the condition of the holder and the issuer, all in accordance with the provisions of Article 10 of General Resolution AFIP 4227.

The General Resolution AFIP 4227 (published in the Official Gazette on April 12, 2018) regulates the Income Tax withholding regime applicable to interest paid to non-Argentine residents. Interest paid to entities incorporated or registered under Argentine law, local branches of foreign entities, sole proprietorships and individuals that carry our certain commercial activities in Argentina, are taxed at a 30% rate for the financial years as from January 1, 2018 until December 31, 2019, and are taxed at a 25% rate for the financial years from January 1, 2020, onwards.

Sale, Exchange, Retirement or Other Disposition of the Notes

The Tax Reform Law provides that the disposition of notes by Argentine resident individuals and undivided estates resident in Argentina is subject to the following Income Tax rates:

- 5% in the case of Ps. denominated notes without an adjustment clause;
- 15% in the case of (a) Ps. Denominated notes with an adjustment clause; or (b) foreign currency denominated notes.

Under the second paragraph of Article 95 of Decree 1170/1998, the interest or gain generated from notes (*obligaciones negociables*) covered by paragraphs a) and b) of the first paragraph of the fourth unnumbered article that follows Article 90 of the Income Tax Law, can be offset against the cost of the security or note that generated such interest or gain.

The result from the sale or other form of disposition of the notes by non-Argentine residents not residing in non-cooperative jurisdictions or whose funds were not channeled through such jurisdictions is exempted from Income Tax provided that the issuer complies with the requirements of Article 36 of the Negotiable Obligations Law as described above. If the conditions of the aforementioned Article 36 are not met, the same rates provided for Argentine resident individuals are applicable to non-Argentine residents, on a presumed taxable base of 90% provided in Article 93 inc. h) of the Income Tax law in accordance with the provisions of Article 9 of General Resolution AFIP 4227. The option provided for in Article 93 of the Income Tax Law is also applicable.

In the case of non-Argentine residents residing in, or that the funds invested were channeled through a non-cooperative jurisdictions, the result from the sale or other form of disposition of the notes will be subject to the 35% withholding provided for in Article 91 of the Income Tax law according to the provisions of Article 4 of Decree No. 279/2018, on the presumed taxable base set forth Article 93 inc. h) of the Income Tax Law in accordance with the provisions of Article 3 of Decree No. 279/2018 and Article 10 of General Resolution AFIP 4227.

The General Resolution AFIP 4227/2018 regulates, among other aspects, the Income Tax withholding regime applicable with respect to non-Argentine residents holding the notes.

The gain resulting from the sale or disposition of the notes by entities incorporated or registered under Argentine law, local branches of foreign entities, sole proprietorships and individuals that carry out certain commercial activities in Argentina, are taxed at a 30% rate for the fiscal years commencing as from January 1, 2018 until December 31, 2019 and at a 25% rate for the fiscal years beginning from January 1, 2020.

Tax on Personal Assets

Individuals domiciled in Argentina and undivided estates located in Argentina are subject to personal asset tax ("PAT") with respect to certain assets (such as the notes) of which they are holders as of December 31 of each year, when their total value exceeds Ps. 2,000,000. Individuals and undivided estates located abroad are only subject to PAT in relation to their assets located in Argentina.

The PAT is calculated based on the market value of the notes (in case they are listed on the stock market) or on the acquisition cost plus interest and exchange differences accrued and unpaid (in case they are not listed on the stock market). For fiscal year 2019 and thereafter, the tax to be paid by individuals resident in Argentina or undivided estates located in Argentina will be calculated over the aggregate value of the taxable personal assets existing as of December 31 of each year, in excess of $2,000,000, excluding shares in the capital of any type of company ruled by Law 19,550, with the exception of companies and sole proprietorships.

For fiscal year 2019 and thereafter, Article 25 of the Law on Personal Assets Tax (Law No. 23,966, as amended by Law 26,317 and Law 27,260) includes the following progressive scale which applies to the total amount of taxed assets that exceed a non-taxable amount of Ps.2,000,000.

Total Amount of Assets that exceed the minimum taxable threshold				
From	Up to Ps.	Pay fixed amount	Plus additional percentage of:	Additional percentage is calculated on the excess above
Ps. 0	Ps. 3,000,000	Ps. 0	0.25%	Ps.0
Ps. 3,000,000	Ps. 18,000,000	Ps. 7,500	0.50%	Ps.3,000,000
Ps. 18,000,000	-	Ps. 82,500	0.75%	Ps.18,000,000

The individuals domiciled and the undivided estates located outside Argentina will be subject to the same rates described in the previous paragraph with respect to the assets located in Argentina. However, no tax will be due if the amount of such tax is equal or less than Ps. 255.75.

Although the notes owned by individuals domiciled or undivided estates located outside Argentina are technically levied with PAT, the applicable law (Law No. 23,966, as amended) and its regulatory decree (Decree No. 127/96, as amended) have not established any procedure for the collection of such tax. The "obliged substitute"

regime established by the first paragraph of Article 26 (local subject domiciled or based in the country that has the disposition, possession, custody or deposit of notes) is not applicable to the holding of notes (fourth paragraph of Article 26 of Personal Property Tax Law No. 27,260).

Notes held as of December 31 of each year by corporations and other entities which are not organized or incorporated in Argentina (other than the Argentine branches and permanent establishments thereof) will generally be presumed to be indirectly owned by individuals or undivided estates located in Argentina and, accordingly, subject to PAT. However, such a non-Argentine corporation or other foreign entity will not be subject to the PAT if (i) the notes held by such corporation or other entity are authorized by the CNV for public offering in Argentina and are admitted to trading in one or more Argentine or non-Argentine exchanges, (ii) the capital stock of such corporation or other entity is not in bearer form, (iii) the principal activity of such corporation or other entity does not consist of investing outside its jurisdiction of organization or incorporation and such corporation or other entity is not generally restricted from doing business in the jurisdiction of organization or incorporation, or (iv) such corporation or other entity is an exempted entity (i.e., insurance company, pension fund, mutual fund or bank or financial institution organized in a country in which the relevant central bank applies the standards approved by the Basel Convention).

In the case of non-Argentine corporations and other foreign entities presumed to be indirectly owned by Argentine individuals or undivided estates as described above and that are subject to the PAT, the tax will be determined by applying the current tax rate in each fiscal period increased by 100% on the acquisition cost plus accrued and unpaid interest, and we will be responsible as a substitute obligor for paying such tax. In the event that a non-Argentine corporation or other entity holding notes is exempt from the PAT for any reason other than the fact that the notes are authorized by the CNV for public offering in Argentina and traded in one or more Argentine or non-Argentine securities markets, we will nevertheless be responsible for paying the tax in case the public offering exemption is not applicable, unless we actually obtain on a timely basis due certificates as to the non-taxable or exempt status of such corporation or other entity.

In those cases, the law imposes the obligation to pay the PAT for the Argentine private issuer, as a "substitute obligor", the aliquot of 0.5% from fiscal year 2018 and following; authorizing the private issues to recover the amount paid, without any limitation, by withholding or executing the assets that gave rise to the payment. The Decree of the National Executive Power No. 127 of February 9, 1996 as well as the AFIP General Resolution No. 2151/2006 establishes that the substitute obligor and, therefore, the party liable for the tax, will be the entity issuing said securities.

This legal presumption does not apply to the following foreign companies that have direct ownership of such securities: (i) insurance companies, (ii) open investment funds, (iii) retirement funds and (iv) banks or financial entities whose parent company is located in a country whose central bank or equivalent authority has adopted the international banking supervision standards established by the Basel Committee.

On the other hand, Decree 127/96 establishes that such legal presumption will not be applicable to private debt securities and shares whose public offering has been authorized by the CNV and that are traded on exchange located in Argentina or abroad. In order to establish the non-application of this legal presumption and, therefore, that the Argentine private issuer should not act as a "substitute obligor", we will maintain in our records a duly certified copy of the resolution of the CNV authorizing the public offering of the notes, and proof that this certificate was in force as of December 31 of the fiscal year in which the tax liability occurred, as established in AFIP General Resolution No. 2151/2006. If the Argentine government deems that it does not have the proper documentation to prove that the authorization of the CNV and that the notes are trading in a securities markets located in Argentina or abroad, we will be responsible for the payment of the PAT.

Value Added Tax

Interest payments made in respect of the notes and any benefit related to the offer, subscription, signature subscription, transfer, authorization or cancellation of the notes will be exempt from VAT to the extent that (i) the notes are issued in a public offering authorized by the CNV; and (ii) the Company complies with the conditions of Article 36 of the Negotiable Obligations Law with respect of the notes.

In accordance with Value Added Tax Law No. 20,631, the transfer of negotiable obligations is exempt from VAT even if the conditions of Article 36 are not met.

Presumed Minimum Income Tax

Under Law No. 27,260, the PMIT was repealed with effect from the period beginning on January 1, 2019.

Tax on Bank Debit and Credits

Law 25,413 establishes that credits and debits with respect to a bank checking account in an Argentine bank are subject to a 0.6% tax ("TDC"). In certain cases, an increased rate of 1.2% and a reduced rate of 0.075% may apply. Any payments deposited in saving accounts are exempt, in principle, from this tax. The tax is withheld by the banking institution.

The movement of funds in some special checking accounts is exempt from this tax (Central Bank Communication "A" 3250), when such accounts have been created in the name of foreign legal entities, and to such an extent as they are solely used to make financial investments in Argentina (see Section 10, paragraph (s), of the annex to Executive Decree No. 380/2001).

Pursuant to Law No. 27,432 (published in the Official Gazette on December 29, 2017), the TDC shall apply until December 31, 2022, inclusive. Additionally, such law established that the Executive Branch may increase up to 20% per year the percentages of the TDC payments that can be accounted as advances of Income Tax. Additionally, this law enables the Executive Branch to establish in 2022 that the amounts paid as TDC may be fully creditable against Argentine Income Tax.

According to Decree No. 409/2018 (Published in the Official Gazette on May 7, 2018) the owners of bank accounts on which the tax is levied at the 0.6% or 1.2% rate may compute 33% of the amounts of TDC paid as a payment on account of the Income Tax, PMIT and/or the special contribution on cooperative capital. The amount not computed may not be subject, under any circumstances, to compensation with other taxes owed by the taxpayer or requests for reimbursement or transfer in favor of third parties, and may be carried-over, until exhaustion, to the following fiscal periods. The amount computed as a tax credit cannot be deducted for purposes of determining the Income Tax.

Tax on Gross Income

Investors who carry out activities on a regular basis or who are presumed to carry out such activities in any jurisdiction in which they obtain income derived from the holding of notes, or from their sale or transfer, may be subject to gross income tax ("Gross Income Tax"). This tax is a provincial tax and its rules may vary from one jurisdiction to another.

The general rate applied varies depending on the jurisdiction, but, in general terms the rates are between 0.01% and 8%, varying according to certain taxpayer categories.

Some jurisdictions, such as the City of Buenos Aires and the Province of Buenos Aires, establish that the income resulting from any transaction related to notes issued in accordance with the Negotiable Obligations Law is exempt from the Gross Income Tax to the extent that the exemption from Income Tax applies.

Potential investors should analyze the possible incidence of the tax on gross income in light of the applicable regulations that may be relevant depending on their residence and economic activity.

Stamp Taxes

The stamp tax ("Stamp Tax") taxes the instrumentation of acts, contracts and transactions of onerous nature in the territory of each province and the City of Buenos Aires, or contracts of those who are instrumented in one of the mentioned jurisdictions and produce effects within another jurisdiction.

The instruments, acts and operations related to the issuance of debt securities and any other securities placed in a public offering under the terms of the Argentine Capital Markets Law, are also exempt from the tax in the City of Buenos Aires and in the Province of Buenos Aires. This exemption also covers any guarantees granted in that transaction. However, the exemption is void if within 90 days following the issuance of such security, the issuer does not requested a public offering authorization to the CNV and/or if the placement of such securities is not completed within 180 days following the granting of such authorization.

The potential holders of the notes must consider the possible incidence of the Stamp Tax in the different jurisdictions of the country in relation to the issuance, subscription, placement and transfer of the notes.

Pursuant to Law 27,429 of "Fiscal Consensus" (BO January 2, 2018) the provinces that adhere to said law commit themselves to establish, for certain acts or contracts, a maximum stamp tax rate of 0.75% as of January 1, 2019, 0.5% as of January 1, 2020, 0.25% as of January 1, 2021 and to eliminate the Stamp Tax as of January 1, 2022.

Such commitment was delayed by one calendar year pursuant Law 27,469 "Fiscal Consensus 2018" (B.O. 4/12/2018). As a result, the current commitment is to gradually decrease the maximum stamp tax rate from 0.75% as of January 1, 2020, to a 0.5% maximum Stamp Tax rate as of January 1, 2021, then a 0.25% maximum Stamp Tax rate as of January 1, 2022 and a finally no Stamp Tax rate as of January 1, 2023.

So far, the following Argentine provinces have adhered to Law 27,429: Buenos Aires, City of Buenos Aires, Catamarca, Chaco, Córdoba, Corrientes, Chubut, Entre Ríos, Formosa, Jujuy, La Rioja, Mendoza, Misiones, Neuquén, Río Negro, Salta, San Juan, Santa Cruz, Santa Fe, Santiago del Estero, Tierra del Fuego and Tucumán.

Provincial Collection Regimes on Credits in Bank Accounts

Different provincial tax authorities (e.g., Corrientes, Córdoba, Tucumán, City of Buenos Aires, Province of Buenos Aires, Salta, etc.) have established advance payment regimes regarding the Gross Income Tax that are, in general, applicable to credits generated in bank accounts opened at financial institutions irrespective of where they are located.

These regimes apply to local taxpayers that are included in a list distributed, usually on a monthly basis, by the provincial tax authorities to such financial institutions.

Tax rates applicable depend on the regulations issued by each provincial tax authority, in a range that, currently, could amount up to 5%. For taxpayers subject to these advance payment regimes, any payment applicable qualifies as an advance payment of the Gross Income Tax.

Free Transfer Tax

In the City of Buenos Aires, donations of goods to heirs, legatees or grantees, is not taxed.

At the provincial level, the Province of Buenos Aires established, as of January 1, 2011, through Law No. 14,044 and its amendments, the Tax on the Free Transfer of Goods (the "ITGB").

Individuals and legal entities that are beneficiaries of a free transfer of goods will be levied with this tax as long as they reside in the relevant province, regardless of where the assets are located. The applicable rates vary between 1.6% and 8.78% depending on the degree of kinship and the amount of the taxable base. The notes, insofar as they are involved in a free transfer of assets, could be affected by these taxes in such jurisdictions.

Regarding the existence of a similar tax in the other Provinces, the analysis should be carried out taking into consideration the applicable legislation in each jurisdiction.

Public Offer and Tax Exemptions

The Negotiable Obligations Law requires that securities be placed through a public offering in order to qualify for the preferential tax treatment contemplated therein. Accordingly, the CNV established the minimum guidelines governing a primary placement of marketable securities under the CNV Rules.

The main minimum guidelines for primary placement of marketable securities are as follows:

- Publication of the final version of the offering memorandum and any other supplementary documents required by the CNV Rules for the type of marketable securities involved, at least three business days prior to the commencement of the process, with, at least, the following information: (i) type of instrument; (ii) amount or number so offered, specifying whether it is a fixed amount or a range subject to minimum and maximum limits; (iii) minimum trading unit of the instrument; price (specifying whether it is fixed value or a range subject to minimum and maximum limits) and multiples; (iv) due date or maturity; (v) repayment; (vi) trading form; (vii) primary trading commission; (viii) information about dates and times of the auction or public tender; (ix) determination of variables, which may include price competition, interest rate, yield or other variables, and the form of offer pro rating, if necessary; (x) all registered dealers and settlement and clearing agents may have access to the system to submit offers; (xi) the public tender process may be, at the issuer's option, blind ("sealed offers" where no participant, including dealers, shall have access to the offers submitted until the auction period is completed), or open (i.e. the offers are disclosed as they are submitted to the tender system); (xii) upon expiration of the period for receipt of offers, the submitted offers may not be modified nor shall any new offers be submitted; and (xiii) the offering memorandum and the supplementary documents shall be published through the application known as Autopista de la Información Financiera, on the website of the exchange markets and the issuer's institutional webpage.
- Issuers are required to prepare the offering memorandums describing in detail any placement efforts to be used and to provide evidence of performance, if requested by the relevant authorities. The notes shall not be deemed to be tax exempt solely upon obtaining the CNV's authorization to conduct a public offering of the notes.
- If the offer is conducted pursuant to an underwriting agreement, for the purpose of considering the fulfillment of the public offer requirements, the placing agent made the placement efforts as indicated in Article 3 of Chapter IV of Title VI of the CNV Rules.

Restriction Regarding Countries with Low or no Taxation

Pursuant to Tax Proceedings Law No. 11,683 (as amended by Law No. 25,795) published in the Official Gazette on November 17, 2003), receipt of funds from countries considered to be "no or low tax jurisdictions," regardless of their nature or type of transaction, shall be deemed as unjustified net worth increases for the Recipient.

Unjustified net worth increases referred to in the preceding paragraph with a plus of ten percent (10%) of income consumed on non-deductible expenditure, represents net income of the fiscal year in which the unjustified net worth was generated. In order to calculate the Income Tax and, if applicable, to estimate the base of the value added tax and internal taxes, the levied transactions which were omitted from the corresponding fiscal year must be taken into account.

According to the third unnumbered article following Article 15 of the Income Tax Law "low or no tax jurisdictions" are defined as countries, domains, jurisdictions, territories, associated states or other special tax regimes in which the maximum corporate income tax rate is lower than 60% of the corporate income tax rate established in Section 69 A) of the Income Tax Law, according to Article 86 d) of the Tax Reform Law).

In turn, Article 21 of Decree 1344/1998 (as amended by Decree 1170/2018), provides that, for purposes of determining the taxation level referred to in the third unnumbered article following Article 15 of the Income Tax Law, subjects of Income Tax must consider the total tax rate that applies in each jurisdiction in which the subjects income is taxed, irrespective of the level of government that set such rate. Additionally, the aforementioned article

establishes that a "special tax regime" will be construed to mean that any regulation or scheme which varies from the general company income tax regime that is in force in a given country, and which effect is to provide a lower tax rate than the general company income tax regime.

The Argentine tax resident may rebut such legal presumption by duly evidencing before the AFIP that the funds arise from activities effectively performed by the Argentine taxpayer or by a third party in such jurisdictions, or that such funds have been previously declared.

According to Section 82 of the Tax Reform Law, for fiscal purposes, any reference to "non-cooperative jurisdictions" or "low or no tax jurisdictions" should be understood to be "non-cooperative jurisdictions or low or no tax jurisdictions," as defined in the second and third unnumbered article following Article 15 of the Income Tax Law, and its amendments.

Neither this offering memorandum nor the respective pricing supplement shall constitute an offer to sell, and/or an invitation to formulate purchase offers, of the notes: (i) in those jurisdictions in which the execution of such offer and/or invitation was not allowed by the applicable regulations; (ii) for those persons or entities domiciled, incorporated or residents of a country considered as a "low or no tax jurisdiction", or for those persons or entities that, for of the acquisition of the notes, use a localized or open account in a country considered as a "low or no tax jurisdiction".

Each investor must comply with all the regulations in force in any country in which it purchases, offers and/or sells the notes and/or in which it owns and/or distributes the offering memorandum and the investors must obtain the consents, the approvals and/or permits for the purchase, offer and/or sale of the notes required by the applicable regulations in any such country to which they are subject and/or in which they made such purchases, offers and/or sale. Neither we nor the underwriters that are designated by us, will have any responsibility for breaches of said regulations. The investor must assume that the information contained in this offering memorandum is accurate as of the date of the front page of the present, and not to any other date.

Other taxes

In case it is necessary to institute judicial enforcement proceedings in relation to the notes in Argentina, a court fee (currently 3%) will be imposed on the amount of any claim initiated before a court located in the City of Buenos Aires.

Certain U.S. Federal Income Tax Considerations

The following is a general discussion based upon present law of certain U.S. federal income tax considerations for prospective purchasers of the notes. The discussion addresses only persons that purchase notes at the "issue price" (the first price at which a substantial amount of notes are sold for money, excluding sales to underwriters, placement agents or wholesalers) in the original offering, hold the notes as capital assets, and use the U.S. dollar as their functional currency. The discussion does not consider all aspects of U.S. federal income taxation that may be relevant to, or the actual tax effect that any of the matters described herein will have on, the circumstances of particular purchasers, some of which (such as financial institutions, insurance companies, regulated investment companies, tax exempt organizations, dealers, traders who elect to mark their investment to market, persons holding the notes as part of a hedge, straddle, conversion, constructive sale or integrated transaction and certain taxpayers who file applicable financial statements required to recognize income when the associated revenue is reflected on such financial statements, persons that have ceased to be U.S. citizens or lawful permanent residents of the United States, investors holding the notes in connection with a trade or business conducted outside of the United States, U.S. citizens or lawful permanent residents living abroad) are subject to special tax regimes. The discussion does not address any state, local or non-U.S. taxes, or other tax laws (including the Medicare tax on net investment income or the federal alternative minimum tax). This discussion also does not address persons that were holders or beneficial owners of indebtedness issued by the Issuer prior to the date hereof. Special rules also apply to individuals, certain of which may not be discussed below. Prospective investors should note that no rulings have been, or are expected to be, sought from the U.S.

Internal Revenue Service (the "IRS") with respect to any of the U.S. federal income tax consequences discussed below, and no assurance can be given that the IRS or a court will not take contrary positions.

EACH PROSPECTIVE PURCHASER IS URGED TO CONSULT ITS OWN TAX ADVISOR ABOUT THE TAX CONSEQUENCES OF AN INVESTMENT IN THE NOTES UNDER THE STATE AND LOCAL LAWS OF THE UNITED STATES, ARGENTINA AND THE LAWS OF ANY OTHER JURISDICTION WHERE THE PURCHASER MAY BE SUBJECT TO TAXATION.

For purposes of this discussion, "U.S. Holder" means the beneficial owner of a note that for U.S. federal income tax purposes is

- a citizen or individual resident of the United States,
- a corporation organized in or under the laws of the United States or any political subdivision thereof,
- a trust subject to the control of one or more U.S. persons and the primary supervision of a U.S. court or that has validly elected to be treated as a U.S. person, or
- an estate the income of which is subject to U.S. federal income taxation regardless of its source.

The treatment of partners in an entity or arrangement treated as a partnership for U.S. federal income tax purposes that owns notes may depend on the status of such partners and the status and activities of the partnership and such persons should consult their own tax advisors about the consequences of an investment in the notes.

Potential Contingent Payment Debt Instrument Treatment

In certain circumstances the Issuer may be required to make payments on a note that would change the yield of the note. See "Description of the Notes—Repurchase Upon a Change of Control Repurchase Event" and "—Optional Redemption." This obligation may implicate the provisions of Treasury regulations relating to contingent payment debt instruments ("CPDIs"). According to the applicable Treasury regulations, certain contingencies will not cause a debt instrument to be treated as a CPDI if such contingencies, as of the date of issuance, are "remote or incidental" or certain other circumstances apply. The Issuer intends to take the position that the notes are not CPDIs. This determination, however, is not binding on the IRS and if the IRS were to challenge this determination, a U.S. Holder may be required to accrue income on the notes that such U.S. Holder owns in excess of stated interest, and to treat as ordinary income rather than capital gain any income realized on the taxable disposition of such notes before the resolution of the contingency. If the notes are not CPDIs but such contingent payments were required to be made, it would affect the amount and timing of the income that a U.S. Holder recognizes. U.S. Holders are urged to consult their own tax advisors regarding the potential application to the notes of the CPDI rules and other rules above and the consequences thereof. The remainder of this discussion assumes that the notes will not be treated as CPDIs.

Interest

Stated interest paid to a U.S. Holder, and any Additional Amounts with respect to withholding tax on the notes (including the amount of tax withheld from payments of interest and Additional Amounts), will be includible in the U.S. Holder's gross income as ordinary interest income at the time interest and Additional Amounts are received or accrued in accordance with the U.S. Holder's regular method of tax accounting for U.S. federal income tax purposes. It is expected, and the remainder of this discussion assumes, that the notes will not be issued with original issue discount for U.S. federal income tax purposes.

Interest on the notes generally will be treated as foreign source income for U.S. federal income tax purposes and generally will constitute "passive category" income for most U.S. Holders. Subject to generally applicable restrictions and conditions (including a minimum holding period requirement), a U.S. Holder generally

will be entitled to a foreign tax credit in respect of any foreign income taxes withheld on interest payments on the notes. Alternatively, the U.S. Holder may be able to deduct such taxes in computing taxable income for U.S. federal income tax purposes. The rules governing the foreign tax credit are complex. U.S. Holders are urged to consult their tax advisors regarding the availability of the foreign tax credit or a deduction for foreign taxes paid under their particular circumstances.

Sale, Exchange or Other Taxable Disposition

Upon the sale, exchange or other taxable disposition (including redemption) of a note, a U.S. Holder generally will recognize taxable gain or loss equal to the difference, if any, between the amount realized on the sale, exchange or other taxable disposition (other than accrued but unpaid interest, which will be taxable as interest) and the U.S. Holder's adjusted tax basis in the note. A U.S. Holder's adjusted tax basis in a note generally will be equal to the amount that the U.S. Holder paid for the note. Any such gain or loss generally will be capital gain or loss and generally will be long-term capital gain or loss if the note has been held for more than one year at the time of its sale, exchange or other taxable disposition. Certain non-corporate U.S. Holders (including individuals) may be eligible for preferential rates of U.S. federal income tax in respect of long-term capital gains. The deductibility of capital losses is subject to limitations.

U.S. Backup Withholding and Information Reporting

Information reporting generally will apply to payments of principal of, and interest on, notes (including Additional Amounts), and to proceeds from the sale, exchange or other taxable disposition (including redemption) of notes within the United States, or by a U.S. payor or U.S. middleman, to a U.S. Holder (other than an exempt recipient). Backup withholding may be required on reportable payments if the U.S. Holder fails to furnish its correct taxpayer identification number or otherwise fails to comply with, or establish an exemption from, information reporting and backup withholding. Backup withholding is not an additional tax. A U.S. Holder generally will be entitled to credit any amounts withheld under the backup withholding rules against its U.S. federal income tax liability or to obtain a refund of the amounts withheld provided the required information is furnished to the IRS in a timely manner.

"Specified Foreign Financial Asset" Reporting

Certain owners of "specified foreign financial assets" with an aggregate value in excess of U.S.$50,000 (and in some circumstances, a higher threshold), may be required to file an information statement with respect to such assets with their U.S. federal income tax returns, currently on IRS Form 8938. The notes generally are expected to constitute "specified foreign financial assets" unless they are held in accounts maintained by financial institutions. U.S. Holders are urged to consult their tax advisors regarding the application of this legislation to their ownership of the notes.

PLAN OF DISTRIBUTION

Subject to the terms and conditions stated in the purchase agreement dated the date of this offering memorandum, each initial purchaser has severally agreed to purchase, and we have agreed to sell to that initial purchaser, the principal amount of the notes offered hereby set forth opposite that initial purchaser's name in the table below.

Initial Purchasers	Principal Amount
Citigroup Global Markets Inc.	U.S.$166,667,000
HSBC Securities (USA) Inc.	U.S.$166,667,000
Itau BBA USA Securities, Inc	U.S.$166,666,000
Total	**U.S.$500,000,000**

In addition, pursuant to the Argentine public offering of the notes, the Local Placement Agents (as defined below) arranged the placement of the notes under a local placement agreement (as defined below).

The purchase agreement provides that the obligations of the initial purchasers are subject to certain conditions precedent, including the absence of any pending or threatened litigation in connection with this offering. The initial purchasers must purchase all the notes if they purchase any of the notes. The initial purchasers may offer and sell the notes through certain of their respective affiliates.

Application will be made to have the notes listed on the Luxembourg Stock Exchange for trading on the Euro MTF market and listed on the MAE. The notes do not have an established trading market, so we cannot assure you to the liquidity, development or continuation of the trading markets for the notes. In addition, any such market-making activity will be subject to the limits imposed by the Securities Act, the Exchange Act, Argentine Law No. 26,831 and the CNV rules. Accordingly, we cannot assure you as to the liquidity of, or the development or continuation of trading markets for, the notes.

The initial purchasers may engage in stabilizing and similar transactions that stabilize the price of the notes in accordance with applicable law. These transactions may consist of bids or purchases for the purpose of pegging, fixing or maintaining the price of the notes. If the initial purchasers create a short position in the notes (that is, if it sells the notes in an aggregate principal amount exceeding that set forth in this offering memorandum), such initial purchaser may reduce that short position by purchasing the notes in the open market. In general, purchase of the notes for the purpose of stabilization or to reduce a short position could cause the price of the notes to be higher than it might be in the absence of such purchases. All stabilization activities shall be made in accordance with applicable laws.

Neither we nor the initial purchasers make any representation or prediction as to the direction or magnitude of any effect that the transactions described in the immediately preceding paragraphs may have on the price of the notes. In addition, neither we nor the initial purchasers make any representation that the initial purchasers will engage in any such transactions or that such transactions, once commenced, will not be discontinued without notice.

Certain of the initial purchasers and/or its affiliates may enter into derivative and/or structured transactions with clients, at their request, in connection with the notes and certain of the initial purchasers and/or its affiliates may also purchase some of the notes to hedge their risk exposure in connection with such transactions. Also, certain of the initial purchasers and/or its affiliates may acquire for their own propriety account the notes. Such acquisitions may have an effect on demand and the price of the offering.

We have agreed to indemnify the initial purchasers and the Local Placement Agent against certain liabilities (including, without limitation, liabilities under the Securities Act) or to contribute to payments the initial purchasers may be required to make in respect thereof. We have also agreed to reimburse the initial purchasers and the Local Placement Agent for certain other expenses.

We expect that delivery of the notes will be made to investors on or about June 27, 2019, which will be the third business day following the date of this offering memorandum (such settlement being referred to as "T+3").

Under Rule 15c6 1 under the U.S. Securities Exchange Act of 1934, trades in the secondary market are required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade notes on the date of pricing or within two business days thereof will be required, by virtue of the fact that the notes initially settle in T+3, to specify an alternate settlement arrangement at the time of any such trade to prevent a failed settlement. Purchasers of the notes who wish to trade the notes prior to their date of delivery hereunder should consult their advisors.

The initial purchasers and the Local Placement Agents have, directly or indirectly, performed investment and/or commercial banking or financial advisory services for us and our affiliates, for which they have received customary fees and commissions, and they expect to provide these services to us and our affiliates in the future, for which they also expect to receive customary fees and commissions.

In addition, in the ordinary course of its business activities, the initial purchasers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. The initial purchasers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments with us.

European Economic Area

The notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); or (ii) a customer within the meaning of Directive 2002/92/EC (as amended, the "Insurance Mediation Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "PRIIPs Regulation") for offering or selling the notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

United Kingdom

This offering memorandum is only being distributed to and is only directed at (1) persons who are outside the United Kingdom, or (2) to investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, or the Order or (3) high net worth entities, and other persons to whom it may lawfully be communicated, falling with Article 49(2)(a) to (d) of the Order (all such persons together being referred to as "relevant persons"). The notes are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such securities will be engaged in only with, relevant persons. In addition, this communication is, in any event only directed at persons who are "qualified investors" pursuant to the Prospectus Directive. Any person who is not a relevant person should not act or rely on this document or any of its contents.

Canada

Resale Restrictions

The distribution of the notes in Canada is being made only in the provinces of Ontario, Quebec, Alberta and British Columbia on a private placement basis exempt from the requirement that we prepare and file a prospectus with the securities regulatory authorities in each province where trades of these securities are made. Any resale of the notes in Canada must be made under applicable securities laws which may vary depending on the relevant jurisdiction, and which may require resales to be made under available statutory exemptions or under a discretionary exemption granted by the applicable Canadian securities regulatory authority. Purchasers are advised to seek legal advice prior to any resale of the securities.

Representations of Canadian Purchasers

By purchasing the notes in Canada and accepting delivery of a purchase confirmation, a purchaser is representing to us and the dealer from whom the purchase confirmation is received that:

- the purchaser is entitled under applicable provincial securities laws to purchase the notes without the benefit of a prospectus qualified under those securities laws as it is an "accredited investor" as defined under National Instrument 45-106 – *Prospectus Exemptions*,
- the purchaser is a "permitted client" as defined in National Instrument 31-103 - *Registration Requirements, Exemptions and Ongoing Registrant Obligations*,
- where required by law, the purchaser is purchasing as principal and not as agent, and
- the purchaser has reviewed the text above under Resale Restrictions.

Conflicts of Interest

Canadian purchasers are hereby notified that the initial purchasers are relying on the exemption set out in section 3A.3 or 3A.4, if applicable, of National Instrument 33-105 – *Underwriting Conflicts* from having to provide certain conflict of interest disclosure in this document.

Statutory Rights of Action

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if the offering memorandum (including any amendment thereto) such as this document contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser of these securities in Canada should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Enforcement of Legal Rights

All of our directors and officers as well as the experts named herein may be located outside of Canada and, as a result, it may not be possible for Canadian purchasers to effect service of process within Canada upon us or those persons. All or a substantial portion of our assets and the assets of those persons may be located outside of Canada and, as a result, it may not be possible to satisfy a judgment against us or those persons in Canada or to enforce a judgment obtained in Canadian courts against us or those persons outside of Canada.

Taxation and Eligibility for Investment

Canadian purchasers of the notes should consult their own legal and tax advisors with respect to the tax consequences of an investment in the notes in their particular circumstances and about the eligibility of the notes for investment by the purchaser under relevant Canadian legislation.

Chile

The offer of the notes will begin on June 24, 2019 and is subject to General Rule No. 336 of the Chilean Securities Commission (*Superintendencia de Valores y Seguros de Chile, or the "SVS*"). The notes being offered are not registered in the Securities Registry (*Registro de Valores*) or in the Foreign Securities Registry (*Registro de Valores Extranjeros*) of the SVS and, therefore, the notes are not subject to the supervision of the SVS. As unregistered securities, we are not required to disclose public information about the notes in Chile. The notes may not be publicly offered in Chile unless they are registered in the corresponding securities registry.

La oferta de los valores comienza el 24 de junio de 2019 y está acogida a la Norma de Carácter General número 336 de la Superintendencia de Valores y Seguros de Chile (la "SVS"). La oferta versa sobre valores no inscritos en el Registro de Valores o en el Registro de Valores Extranjeros que lleva la SVS, por lo que los valores no están sujetos a la fiscalización de dicho organismo. Por tratarse de valores no inscritos, no existe obligación por

parte del emisor de entregar en Chile información pública respecto de los valores. Estos valores no pueden ser objeto de oferta pública a menos que sean inscritos en el registro de valores correspondiente.

Colombia

Neither the notes, nor the offering memorandum have been or will be registered with or approved by the Superintendence of Finance of Colombia (*Superintendencia Financiera de Colombia*) or the Colombian Stock Exchange (*Bolsa de Valores de Colombia*). Accordingly, the notes cannot be offered or sold in Colombia except in compliance with the applicable Colombian securities regulations.

Peru

The notes and the information contained in this offering memorandum are not being publicly marketed or offered in Peru and will not be distributed or caused to be distributed to the general public in Peru. Peruvian securities laws and regulations on public offerings will not be applicable to the offering of the notes and therefore, the disclosure obligations set forth therein will not be applicable to the issuer or the sellers of the notes before or after their acquisition by prospective investors. The notes and the information contained in this offering memorandum have not been and will not be reviewed, confirmed, approved or in any way submitted to the Peruvian Superintendence of Capital Markets (*Superintendencia del Mercado de Valores*) or the SMV and the notes have not been registered under the Securities Market Law (*Ley del Mercado de Valores*) or any other Peruvian regulations. Accordingly, the notes cannot be offered or sold within Peruvian territory except to the extent any such offering or sale qualifies as a private offering under Peruvian regulations and complies with the provisions on private offerings set forth therein.

Japan

The notes offered in this offering memorandum have not been registered under the Securities and Exchange Law of Japan. The notes have not been offered or sold and will not be offered or sold, directly or indirectly, in Japan or to or for the account of any resident of Japan, except (i) pursuant to an exemption from the registration requirements of the Securities and Exchange Law and (ii) in compliance with any other applicable requirements of Japanese law.

Hong Kong

The notes may not be offered or sold by means of any document other than (1) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), or (2) to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder, or (3) in other circumstances which do not result in the document being a "prospectus" within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), and no advertisement, invitation or document relating to the notes may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder.

Singapore

This offering memorandum has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this offering memorandum and any other document or material in connection with the offering may not be circulated or distributed, nor may the notes be offered, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act (Chapter 289) (the "SFA"), (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the notes are subscribed for under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, then securities, debentures and units of securities and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferable for six months after that corporation or that trust has acquired the notes under Section 275 except: (i) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275 of the SFA; (ii) where no consideration is given for the transfer; or (iii) by operation of law.

Singapore Securities and Futures Act Product Classification – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act (Chapter 289 of Singapore) (the "SFA"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the notes are "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Switzerland

This offering memorandum does not constitute an issue prospectus pursuant to Article 652a or Article 1,156 of the Swiss Code of Obligations and the notes will not be listed on the SIX Swiss Exchange. Therefore, this offering memorandum may not comply with the disclosure standards of the listing rules (including any additional listing rules or prospectus schemes) of the SIX Swiss Exchange. Accordingly, the notes may not be offered to the public in or from Switzerland, but only to a selected and limited circle of investors who do not subscribe to the notes with a view to distribution. Any such investors will be individually approached by the initial purchasers from time to time.

Argentina

The notes are being placed in Argentina to qualified investors, as defined by the CNV rules, by means of a public offering conducted in accordance with Argentine securities law, the CNV rules (as amended by Resolution No. 662/2016 of the CNV) and other applicable Argentine laws (the "Local Offering"). For this purpose, the public offering of the notes in Argentina is made by the Company under the Frequent Issuer Regimen No. 4 approved by the CNV through the RESFC-2018-19961-APN-DIR#CNV dated December 28, 2018, and Disposition from the CNV DI-2019-30-APN-GE#CNV dated April 19, 2019. The Local Offering will be made by way of an Argentine pricing supplement in the Spanish language with information substantially similar to that included in the Offering Memorandum.

Banco Itaú Argentina S.A., HSBC Bank Argentina S.A. and Itaú Valores S.A (the "Local Placement Agents") and the Company entered into a placement agreement (*contrato de colocación*) governed by Argentine Law, pursuant to which the Local Placement Agents may only solicit or receive Expressions of Interest (as defined below) from investors who are Argentine residents and place them in the order book maintained by the Initial Purchasers through a book building process outside Argentina.

The Initial Purchasers and the Local Placement Agents will engage in marketing efforts and will offer the notes by means of a public offering in Argentina pursuant to Argentine securities laws, the CNV rules and other applicable Argentine laws, including, without limitation, Chapter IV, Title VI of the CNV rules. In addition, they will undertake marketing efforts for the placement of the notes to investors outside Argentina in accordance with the laws of the applicable jurisdictions.

The Local Placement Agents' and the Initial Purchasers' placement efforts will consist of a variety of marketing methods and activities customarily undertaken in transactions of this type. Such marketing efforts may include: (i) international and/or local road shows with institutional investors; (ii) calls with institutional investors, where such investors will have the opportunity to ask questions regarding our business and the notes; (iii) electronic road shows; (iv) the publication of a summary of the Argentine prospectus (containing information substantially similar to that included in this offering memorandum) in the MAE bulletin and the publication of other notices in

newspapers and bulletins; (v) the distribution (electronically or in hard copy) of this offering memorandum outside Argentina, and the Argentine prospectus in Argentina; and (vi) the availability to investors of hard copies of this offering memorandum at the principal offices of the Initial Purchasers.

Book-Building

The placement of the notes is being conducted pursuant to book-building procedures undertaken by the Initial Purchasers.

Investors interested in purchasing the notes must make expressions of interest (each an "Expression of Interest") specifying the requested principal amount of the notes that they seek to purchase, which shall be no less than U.S.$150,000 and in integral multiples of U.S.$1,000 in excess thereof, as well as the offered yield for the notes (the "Offered Yield").

As described further below, the Initial Purchasers will record the Expressions of Interest received from investors outside of Argentina and from the Local Placement Agents in Argentina in an electronic registry book located in New York City in accordance with customary practice for this type of international offering in the United States and applicable regulations pursuant to Article 1, Section I, Chapter IV, Title VI of the CNV rules, as amended by Resolution CNV No. 662/2016 (the "Register").

Subject to Argentine securities law, the CNV rules and other applicable laws and regulations and in compliance with the transparency obligations, the Local Placement Agents and the Initial Purchasers reserve the right to terminate the offering at any time and to reject, in whole or in part, any Expression of Interest containing mistakes or omissions that impede their processing in the system, and to not allocate any notes or allocate notes in a lower amount than that requested by the investor in its Expression of Interest in accordance with the allocation procedures described below. In addition, the Initial Purchasers and the Local Placement Agents reserve the right to reject Expressions of Interest for lack of compliance with the requirements of applicable anti-money laundering regulations.

Offering Period

In Argentina, the Expressions of Interest must be made with the Local Placement Agents, who will submit them to the Initial Purchasers in accordance with procedures to be determined by the Initial Purchasers. Subject to the CNV rules and other applicable regulations, the Local Placement Agents may request that investors in Argentina that make Expressions of Interest provide guarantees for the payment of their requested orders. Outside of Argentina, the Expressions of Interest must be made with the Initial Purchasers.

The Expressions of Interest may only be made with the Initial Purchasers or the Local Placement Agents during the period beginning on or about June 24, 2019 at 10:00 a.m. Buenos Aires time and ending on June 24, 2019 at 1:00 p.m. Buenos Aires time (such period, the "Offering Period," and the date and time of the expiration of the Offering Period, the "Expression of Interest Deadline"). After the Expression of Interest Deadline, no new Expressions of Interest will be accepted.

Between 1:00 p.m. and 6:00 p.m. Buenos Aires time on June 24, 2019, the Initial Purchasers shall record in the Register all Expressions of Interest received before the Expression of Interest Deadline and shall thereafter close the Register (the exact date and time of the effective registration of the Expressions of Interest in the Register and closing of the Register determined by the initial purchasers in their sole discretion within the range described above) (the "Register Closing Time"). Any Expressions of Interest received before the Expression of Interest Deadline shall not be binding and may be withdrawn or modified until the Register Closing Time. In accordance with the provisions of Article 7, Section I, Chapter IV, Title VI of the CNV rules (as amended by Resolution No. 662/2016 of the CNV), investors waive their right to expressly ratify their Expressions of Interest effective as of the Register Closing Time. Accordingly, all Expressions of Interest not withdrawn or modified as of the Register Closing Time shall constitute firm, binding and definitive offers based on the terms presented (as amended at such time) without need for any further action by the investor.

Allocation

On June 24, 2019, after the Register Closing Time, the Issuer, with the advice of the Initial Purchasers, and the Local Placement Agent, will determine, based on the demand received and in accordance with the book building process, the issue price (the "Issue Price"), the interest rate (the "Applicable Rate") and the amount of notes to be issued, in each case based on the Expressions of Interest received and in accordance with the book-building procedures.

In addition, following the final allocation of the notes on the Allocation Date, the Company will publish a notice announcing the results of the placement of the notes on the CNV webpage and, as soon as possible thereafter, in the MAE Electronic Bulletin, specifying the amount of the notes to be issued, the Issue Price and the Applicable Rate (the "Results Notice").

Amendment, Suspension and/or Extension

The Offering Period may be modified, suspended or extended prior to expiration of the original term, by notice given by the same means by which the original offering was announced. None of the Company, the Local Placement Agents or the Initial Purchasers shall be responsible in the event of a modification, suspension or extension of the Offering Period, and those investors who have submitted Expressions of Interest shall not be entitled to any compensation as a result thereof. In the event the Offering Period is terminated or revoked or a decision is made not to issue the notes or proceed with the offering, all Expressions of Interest received will automatically expire.

In the event the Offering Period is suspended or extended, investors that have submitted Expressions of Interest during the Offering Period may, in their sole discretion and without penalty, withdraw such Expressions of Interest at any time during the period of the suspension or the new extended Offering Period.

Voided Offers; Rejection of Expressions of Interest.

Expressions of Interest may not be rejected, except where they contain mistakes or omissions that make their processing unduly burdensome or impede their processing in the system, or as further described below.

Those investors who have filed Expressions of Interest must provide to the Local Placement Agents or the Initial Purchasers, as applicable, all information and documentation they may require in order to comply with applicable laws and regulations related to the prevention of anti-money laundering and the financing of terrorism. In cases where the information provided is inadequate, incomplete and/or is not provided in a timely manner, the Local Placement Agents and the Initial Purchasers may, without liability, reject the related Expressions of Interest.

The Local Placement Agents and the Initial Purchasers reserve the right to reject an Expression of Interest if they do not believe that requirements under applicable laws or regulations have been satisfied. Such applicable laws and regulations include those related to anti-money laundering, such as those issued by the UIF, the CNV or the Central Bank. Any decision to reject an Expression of Interest will take into account the principle of equal treatment among investors.

Any modification to these rules will be published for one business day on the CNV's webpage and in the MAE's electronic gazette.

The Company may declare void the placement of the notes during or immediately following completion of the Offering Period if: (i) no Expressions of Interest have been received or all of the Expressions of Interest have been rejected; (ii) the Offered Yield by investors was higher than that expected by us; (iii) the Expressions of Interest represent a principal amount of the notes that, being reasonably considered, would not justify the issuance of the notes; (iv) considering the economics indicated in the Expressions of Interest, the issuance of the notes will be unprofitable for us; or (v) there were material adverse changes in the international financial markets and/or the local or international capital markets, or in the Company's general condition and/or that of Argentina, including, for example, disruptions in political, economic, financial conditions or our credit, such that the issuance of notes

described within this offering memorandum would not be advisable; or (vi) investors have not complied with laws and regulations related to anti-money laundering and the financing of terrorism, including those issued by the UIF, the CNV and the Central Bank. In addition, the allocation of the notes may be rescinded in accordance with the terms and conditions of the Purchase Agreement.

Allocation Procedures

Investors with Expressions of Interest indicating an Offered Yield lower than or equal to our applicable yield (the "Applicable Yield") may purchase the notes, subject to applicable laws, in the allocation decided by the Company, with the advice of the Initial Purchasers and the Local Placement Agents based on the criteria described below.

The Company cannot assure investors that their Expressions of Interest will be allocated nor that, if allocated, they will be allocated the full amount of notes requested or that the proportion of the allocation of the aggregate amount of notes requested between two equal Expressions of Interest will be the same.

No investor that submitted an Expression of Interest with an Offered Yield higher than the Applicable Yield determined by the Company shall receive any notes. None of the Company, the Initial Purchasers or the Local Placement Agents shall have any obligation to inform any investor whose Expression of Interest has been totally or partially excluded that such Expressions of Interest has been totally or partially excluded.

Settlement

The settlement of the notes will take place on June 27, 2019 or any other subsequent date provided in the Results Notice. All notes shall be paid for by the investors on or before the Issue Date in U.S. dollars by wire transfer to an account outside of Argentina to be specified by the Initial Purchasers and/or the Local Placement Agents in accordance with standard market practice.

The investors acquiring the notes will not be under any obligation to pay any commissions, unless such investor makes the transaction through its broker, agent, commercial bank, trust company or other entity, in which case such investor may have to pay commissions and/or fees to such entities, which shall be such investor's exclusive responsibility. Likewise, in the event of transfers or other acts with respect to the notes, including changes made through the collective depository system, DTC may charge fees to the participants, which may be passed on to the holders of the notes.

CERTAIN ERISA CONSIDERATIONS

Subject to the considerations and representation referred to below, the notes may be purchased and held by an employee benefit plan subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") which meets certain independence and other "sophisticated investor" requirements under ERISA described below ("Eligible ERISA Plan Investor"). A fiduciary of an Eligible ERISA Plan Investor must determine that the purchase and holding of the notes is consistent with its fiduciary duties under ERISA. An Eligible ERISA Plan Investor, as well as any other prospective investor that would meet the requirements of an Eligible ERISA Plan Investor, must also determine that its purchase and holding of the notes does not result in a non-exempt prohibited transaction as defined in Section 406 of ERISA or Section 4975 of the Code or similar law. Each purchaser and transferee of the notes that qualifies or is intended to qualify as an Eligible ERISA Plan Investor will be deemed to have represented by its acquisition and holding of the notes that (1) such acquisition and holding of the notes does not constitute or give rise to a non-exempt prohibited transaction under ERISA, Section 4975 of the Code or any similar law, (2) it has not received and is not receiving investment advice from YPF or any of its respective partners, shareholders, directors, officers, employees, representatives or affiliates, or any initial purchaser, underwriter or their respective affiliates (collectively, "Transaction Parties") with respect to the Eligible ERISA Plan Investor's investment in the notes, (3) none of the Transaction Parties has made or will make any recommendations as to the advisability of the acquiring, holding or continuing to hold, dispose of, or exchange the notes, or has provided or will provide investment advice, and (4) that such purchaser or transferee meets the requirements of an Eligible ERISA Plan Investor. To qualify as an Eligible ERISA Plan Investor, the fiduciary of such plan ("Fiduciary") must represent and warrant that:

(1) the Fiduciary is independent of the Transaction Parties;

(2) the Fiduciary is (a) a bank as defined in Section 202 of the Investment Advisers Act of 1940, as amended (the "Advisers Act") or similar institution that is regulated and supervised and subject to periodic examination by a state or federal agency, (b) an insurance carrier that is qualified under the laws of more than one state to perform the services of managing, acquiring or disposing of assets of a plan, (c) an investment adviser registered under the Advisers Act or, if not registered as an investment adviser under the Advisers Act by reason of paragraph (1) of Section 203A of such Act, is registered as an investment adviser under the laws of the state (referred to in such paragraph (1)) in which it maintains its principal office and place of business, (d) a broker-dealer registered under the Exchange Act, or (e) an independent fiduciary that holds and will hold, or has and will have under management or control, total assets of at least $50,000,000 at all times that the Eligible ERISA Plan Investor is invested in the notes;

(3) the Fiduciary is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies, including the acquisition, holding or continued holding, disposal, or exchange by the Eligible ERISA Plan Investor of the notes;

(4) the Fiduciary acknowledges that it has been informed by YPF (X) that none of YPF or any of its Related Parties has undertaken or is undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, and has not given investment advice or otherwise made a recommendation, in connection with the Eligible ERISA Plan Investor's acquisition, holding or continued holding, disposal, or exchange of notes, and (Y) of the existence and nature of the financial interests of the Transaction Parties in the Eligible ERISA Plan Investor's acquisition, holding or continued holding, disposal, or exchange of any notes;

(5) the Fiduciary is a "fiduciary" under ERISA or Section 4975 of the Code, or both, with respect to the acquisition, holding, continued holding, disposal, or exchange of any notes, and is responsible for exercising independent judgment in evaluating the Eligible ERISA Plan Investor's acquisition, holding, continued holding, disposition, or exchange of any notes;

(6) none of the Transaction Parties receives a fee or other compensation directly from the Eligible ERISA Plan Investor, the Fiduciary or any other Eligible ERISA Plan Investor fiduciary, or any Eligible ERISA Plan Investor participant, or beneficiary for the provision of investment advice to the Eligible ERISA Plan Investor, the Fiduciary, any other Eligible ERISA Plan Investor fiduciary, any Eligible ERISA Plan Investor participant or beneficiary, or any of their respective agents or employees (which advice is

expressly not being provided) in connection with the acquisition, holding, continued holding, disposition, or exchange by the Eligible ERISA Plan Investor of any notes; and

(7) none of the Transaction Parties has exercised any authority to cause the Eligible ERISA Plan Investor to invest in the notes or to negotiate the terms of the Eligible ERISA Plan Investor's investment in the notes.

TRANSFER RESTRICTIONS

The notes have not been registered under the Securities Act or any state securities laws, and the notes may not be offered or sold except pursuant to an effective registration statement or pursuant to transactions exempt from, or not subject to, registration under the Securities Act. Accordingly, the notes are being offered and sold only:

- in the United States to qualified institutional buyers (as defined in Rule 144A) pursuant to Rule 144A under the Securities Act; and
- outside of the United States, to certain persons, other than U.S. persons, in offshore transactions meeting the requirements of Rule 903 of Regulation S under the Securities Act.

Purchasers' Representations and Restrictions on Resale and Transfer

Each purchaser of notes (other than the initial purchasers in connection with the initial issuance and sale of notes) and each owner of any beneficial interest therein will be deemed, by its acceptance or purchase thereof, to have represented and agreed as follows:

(1) it is purchasing the notes for its own account or an account with respect to which it exercises sole investment discretion and it and any such account is either (a) a qualified institutional buyer and is aware that the sale to it is being made pursuant to Rule 144A or (b) a non-U.S. person that is outside the United States;

(2) it acknowledges that the notes have not been registered under the Securities Act or with any securities regulatory authority of any state and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below;

(3) it understands and agrees that notes initially offered in the United States to qualified institutional buyers will be represented by a global note and that notes offered outside the United States pursuant to Regulation S will also be represented by a global note;

(4) it will not offer, pledge, resell or otherwise transfer any of such notes except (a) to us, (b) within the United States to a qualified institutional buyer in a transaction complying with Rule 144A under the Securities Act, (c) outside the United States in compliance with Rule 903 or 904 of Regulation S under the Securities Act, (d) pursuant to the exemption from registration (if available) or (e) pursuant to an effective registration statement under the Securities Act;

(5) it agrees that it will give to each person to whom it transfers the notes notice of any restrictions on transfer of such notes;

(6) it acknowledges that prior to any proposed transfer of notes (other than pursuant to an effective registration statement or in respect of notes sold or transferred either pursuant to (a) Rule 144A or (b) Regulation S) the holder of such notes may be required to provide certifications relating to the manner of such transfer as provided in the indenture;

(7) it acknowledges that the trustee, registrar or transfer agent for the notes will not be required to accept for registration transfer of any notes acquired by it, except upon presentation of evidence satisfactory to us and the trustee, registrar or transfer agent that the restrictions set forth herein have been complied with;

(8) it acknowledges that we, the initial purchasers and other persons will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of the acknowledgements, representations and agreements deemed to have been made by its purchase of the notes are no longer accurate, it will promptly notify us and the initial purchasers; and

(9) if it is acquiring the notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each account.

Legends

The following is the form of restrictive legend which will appear on the face of any Rule 144A Note, and which will be used to notify transferees of the foregoing restrictions on transfer:

"THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THIS NOTE, AGREES FOR THE BENEFIT OF YPF SOCIEDAD ANÓNIMA (THE "COMPANY") THAT THIS NOTE OR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (I) TO THE COMPANY OR TO ANY DEALERS APPOINTED BY THE COMPANY WITH RESPECT TO A PARTICULAR SERIES OF NOTES (EACH, A "DEALER" AND COLLECTIVELY, THE "DEALERS") OR BY, THROUGH OR IN A TRANSACTION APPROVED BY A DEALER, (II) SO LONG AS THIS NOTE IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A) IN ACCORDANCE WITH RULE 144A, (III) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT, (IV) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AFFORDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (V) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, AND IN EACH OF SUCH CASES IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR OTHER APPLICABLE JURISDICTION. THE HOLDER HEREOF, BY PURCHASING THIS NOTE, REPRESENTS AND AGREES FOR THE BENEFIT OF THE COMPANY THAT IT WILL NOTIFY ANY PURCHASER OF THIS NOTE FROM IT OF THE RESALE RESTRICTIONS REFERRED TO ABOVE.

THE FOREGOING LEGEND MAY BE REMOVED FROM THIS NOTE ON SATISFACTION OF THE CONDITIONS SPECIFIED IN THE INDENTURE REFERRED TO HEREIN."

The following is the form of restrictive legend which will appear on the face of any Regulation S Note and which will be used to notify transferees of the foregoing restrictions on transfer:

"THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THIS NOTE, AGREES FOR THE BENEFIT OF YPF SOCIEDAD ANÓNIMA THAT NEITHER THIS NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION.

THE FOREGOING LEGEND MAY BE REMOVED FROM THIS NOTE AFTER 40 CONSECUTIVE DAYS BEGINNING ON AND INCLUDING THE LATER OF (A) THE DAY ON WHICH THE NOTES ARE OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) AND (B) THE ORIGINAL ISSUE DATE OF THIS NOTE."

WHERE YOU CAN FIND MORE INFORMATION

We are subject to the informational requirements of the Exchange Act. Accordingly, we are required to file reports and other information with the SEC, including annual reports on Form 20-F and reports on Form 6-K.The SEC maintains an Internet website that contains reports and other information about issuers, like us, that file electronically with the SEC. The address of that website is www.sec.gov.

As a foreign private issuer, we are exempt under the Exchange Act from, among other things, the rules prescribing the furnishing and content of proxy statements, and our executive officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we are not required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act.

Copies of our by-laws, the Indenture, as it may be amended or supplemented from time to time, our audited annual financial statements and quarterly interim unaudited financial statements will be available free of charge at our principal executive offices, as well as at the offices of the trustee, registrar, paying agent, and transfer agent. This document contains summaries of certain agreements that we may enter into in connection with the offering of notes under the program. The descriptions contained of these agreements do not purport to be complete and are subject to, or qualified in their entirety by reference to, the definitive agreements. Copies of the definitive agreements may be obtained on request at no cost by writing or telephoning us at the following address: Macacha Güemes 515, (C1106BKK) Ciudad Autónoma de Buenos Aires, Argentina (5411) 5441-5531.

There has been no material adverse change in our financial position or the prospects of our company and our subsidiaries taken as a whole since May 17, 2019.

INCORPORATION BY REFERENCE

We incorporate herein by reference:

- our annual report on Form 20-F for the year ended December 31, 2018, which was filed with the SEC in April 2019, and
- our report on Form 6-K which was furnished to the SEC on May 17, 2019.

We may also incorporate by reference any Form 6-K subsequently submitted to the SEC by identifying in such Form that it is being incorporated by reference into this offering memorandum.

The annual report on Form 20-F and our reports on Form 6-K incorporated by reference in this offering memorandum are available on the SEC's website, http://www.sec.gov. All information contained in this offering memorandum is qualified in its entirety by the information, including the notes thereto, contained in the Form 20-F and our reports on Form 6-K incorporated by reference in this offering memorandum.

You may obtain a copy of the Form 20-F and our reports on Form 6-K incorporated by reference in this offering memorandum at no cost by writing or calling us at the following address:

YPF Sociedad Anónima
Macacha Güemes 515, (C1106BKK)
Ciudad Autónoma de Buenos Aires, Argentina
Telephone (5411) 5441-5531

VALIDITY OF NOTES

The validity under New York law of the notes will be passed upon by Milbank LLP, our New York counsel, and by Linklaters LLP, as New York counsel for the initial purchasers.

Certain legal matters governed by Argentine law will be passed upon by Estudio O'Farrell, our Argentine counsel and by Tanoira Cassagne Abogados, as Argentine counsel for the initial purchasers.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Our Audited Consolidated Financial Statements included in our 2018 20-F, and the effectiveness of our internal control over financial reporting as of December 31, 2018, have been audited by Deloitte & Co. S.A., independent registered public accounting firm, as stated in their reports incorporated by reference in this offering memorandum.

ISSUER

YPF Sociedad Anónima
Macacha Güemes 515,
(C1106BKK) Ciudad Autónoma de Buenos
Aires, República Argentina

ISSUER'S COUNSEL

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55 Hudson Yards
New York, New York 10001

As to Argentine Law
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Av. de Mayo 645/651
Buenos Aires, Argentina

JOINT BOOKRUNNERS AND JOINT LEAD MANAGERS' COUNSEL

As to U.S. Law
Linklaters LLP
1345 Avenue of the Americas
New York, New York 10105

As to Argentine Law
Tanoira Cassagne Abogados
Juana Manso 205 – 7th Floor (C1107CBE)
Buenos Aires, Argentina

TRUSTEE, CO-REGISTRAR, PRINCIPAL PAYING AGENT AND TRANSFER AGENT

The Bank of New York Mellon
240 Greenwich Street, Floor 7 East
New York, New York 10286

LUXEMBOURG LISTING AGENT

The Bank of New York Mellon SA/NV, Luxembourg Branch
Vertigo Building – Polaris,
2-4 rue Eugene Ruppert
L – 2453, Luxembourg

REGISTRAR, PAYING AGENT, TRANSFER AGENT AND REPRESENTATIVE OF THE TRUSTEE IN ARGENTINA

Banco Santander Río S.A.
Bartolomé Mitre 480 (C1036AAH)
Buenos Aires, Argentina

ISSUER'S INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Deloitte & Co. S.A.
Florida 234 – 5th Floor (C1005AAF)
Buenos Aires, Argentina

U.S.$500,000,000

YPF Sociedad Anónima

U.S.$500,000,000 8.500% Senior Notes due 2029

Offering Memorandum

Joint Book-Runners and Joint Lead Managers

Citigroup **HSBC** **Itaú BBA**