

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

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

Claimants

v.

THE UNITED MEXICAN STATES

Respondent

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EXHIBIT 7  
CLAIMANTS' CONSENTS AND WAIVERS

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

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

ATTORNEYS FOR CLAIMANTS

## CONSENTS AND WAIVERS

1. Pursuant to NAFTA Article 1121, Finley Resources, Inc., Prize Permanent Holdings, LLC, and Drake-Mesa, S. de R.L. de C.V. consent to arbitration in accordance with the procedures set out in NAFTA.
2. Pursuant to NAFTA Article 1121, Finley Resources, Inc., Prize Permanent Holdings, LLC, and Drake-Mesa, S. de R.L. de C.V. waive their rights to initiate or continue before any administrative tribunal or court under the law of any Party to NAFTA, or other dispute settlement procedures, any proceedings with respect to the measures alleged to be a breach referred to in NAFTA Articles 1116 or 1117, except for injunctive, declaratory or other extraordinary relief, not involving payment of damages, before an administrative tribunal or court under the laws of Mexico.
3. Pursuant to NAFTA Article 1125, Finley Resources, Inc., Prize Permanent Holdings, LLC, and Drake-Mesa, S. de R.L. de C.V. agree to the appointment of each individual member of the Tribunal for purposes of Article 39 of the ICSID Convention.
4. Pursuant to USMCA Articles 14.E and 14.D.5, MWS Management, Inc., Prize Permanent Holdings, LLC, and Bisell Construcciones e Ingeniería, S.A. de C.V. consent to arbitration in accordance with the procedures set out in the USMCA.
5. Pursuant to USMCA Articles 14.E.2(a) and 2(b) and 14.D.5, MWS Management Inc., Prize Permanent Holdings, LLC, and Bisell Construcciones e Ingeniería, S.A. de C.V. waive their right to initiate or continue before any court or administrative tribunal under the law of an Annex Party, or any other dispute settlement procedures, any proceeding with respect to any measure alleged to constitute a breach referred to in Article 14.D.3 and/or Article 14.E. However, MWS Management, Inc., Prize Permanent Holdings, LLC, and Bisell Construcciones e Ingeniería, S.A. de C.V. may initiate or continue an action that seeks interim injunctive relief and does not involve the payment of monetary damages before a judicial or administrative tribunal of Mexico, provided that the action is brought for the sole purpose of preserving their rights and interests during the pendency of the arbitration.
6. Pursuant to USMCA Article 14.D.6, MWS Management, Inc., Prize Permanent Holdings, LLC, and Bisell Construcciones e Ingeniería, S.A. de C.V. agree to the appointment of each individual member of the Tribunal for purposes of Article 39 of the ICSID Convention.

By:

  
James D. Finley  
CEO/Owner, Finley Resources, Inc.

Date:

3/24/2021

By:

  
James D. Finley  
President, MWS Management, Inc.

Date:

3/24/2021

relief and does not involve the payment of monetary damages before a judicial or administrative tribunal of Mexico, provided that the action is brought for the sole purpose of preserving their rights and interests during the pendency of the arbitration.

6. Pursuant to USMCA Article 14.D.6, MWS Management, Inc., Prize Permanent Holdings, LLC, and Bisell Construcciones e Ingeniería, S.A. de C.V. agree to the appointment of each individual member of the Tribunal for purposes of Article 39 of the ICSID Convention.

By:

Date:

James D. Finley  
CEO/Owner, Finley Resources, Inc.

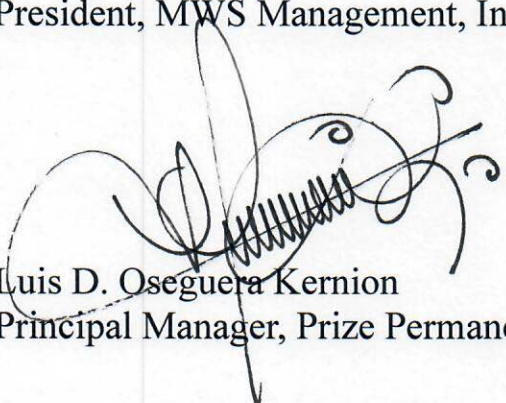
By:

Date:

James D. Finley  
President, MWS Management, Inc.

By:

Date: 3/24/2021



Luis D. Oseguera Kernion  
Principal Manager, Prize Permanent Holdings, LLC

By:

Date:

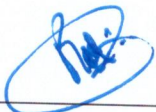
Raul Lopez Gallegos  
Legal Representative, Drake-Mesa, S. de R.L. de C.V.

By:

Date:

Raul Lopez Gallegos  
Legal Representative, Bisell Construcciones e Ingeniería,  
S.A. de C.V.

By:



Raul Lopez Gallegos  
Legal Representative, Drake-Mesa, S. de R.L. de C.V.

Date:

03/23/2021

By:



Raul Lopez Gallegos  
Legal Representative, Bisell Construcciones e Ingeniería, S.A. de C.V.

Date:

03/23/2021