

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

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

Claimants

v.

THE UNITED MEXICAN STATES

Respondent

EXHIBIT 9
NOTICES OF INTENT TO SUBMIT A CLAIM TO ARBITRATION
MWS MANAGEMENT, INC. & PRIZE PERMANENT HOLDINGS, LLC
CONTRACT NO. 424042803

Andrew B. Derman
Andrew Melsheimer
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September 18, 2020

VIA EMAIL

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Jurídica de Comercio Internacional
Secretaría de Economía
Pachuca #189, piso 19
Col. Condesa Demarcación
Territorial Cuauhtémoc
Ciudad de México
C.P. 06140

Re: Supplement to Claim under Annex 14-D as modified by Annex 14-E of the United States-Mexico-Canada Agreement (the “USMCA”)

Dear Secretary:

On July 30, 2020, MWS Management, Inc. (“MWS”) and Prize Permanent Holdings, LLC (“Prize”) (through its ownership of Bisell Construcciones e Ingeniería, S.A. de C.V. (“Bisell”)) served Mexico with a Notice of Intent to Submit a Claim to Arbitration under the USMCA arising out of their investment under Contract No. 424042803 (the “803 Contract”). In response to Mexico’s request, on August 14, 2020, MWS and Prize clarified their Notice. For convenience, these letters are attached. MWS and Prize submit this letter to supplement their claim against Mexico due to Mexico’s breach of its obligations under Article 14.4 (“National Treatment”) and Article 14.6 (“Minimum Standard of Treatment”) of the USMCA.

MWS and Prize’s supplemental claims arise out of Pemex’s conduct with respect to other oilfield service contracts similar to the 803 Contract. One such contract was Contract No. 424043809 with Integradora de Perforaciones y Servicios, S.A. de C.V. and Zapata Internacional, S.A. de C.V. MWS and Prize understand that both of these companies are owned by Mexican nationals. Under this contract, Pemex was obligated to request at least US\$ 24 million in work; however, Pemex did not. This is similar to MWS and Bisell’s situation with respect to the 803 Contract. Ultimately, Pemex compromised with the Mexican nationals who owned these companies wherein Pemex paid them at least US\$ 15 million. In contrast, Pemex chose not to compromise with MWS and Bisell regarding amounts owed under the 803 Contract, forcing them to initiate legal action, which has now been pending for nearly five years.

Under Article 14.4 of the USMCA, Mexico had an obligation to treat MWS and Prize (and their investments) no less favorably than Mexican nationals (and their investments). Similarly, under Article 14.6 of the USMCA, Mexico had an obligation to give fair and equitable treatment to MWS and Prize’s investments. Mexico breached these obligations by discriminating against MWS and Prize

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(and their investments) in favor of Mexican nationals (and their investments). Pemex prioritized companies owned by Mexican nationals over MWS and Prize by diverting funds from the 803 Contract and using such funds to compromise similar claims for unrequested and unpaid work asserted by Mexican nationals (in connection with their investments). In fact, Mexico treated these Mexican nationals more favorably by compromising their claims whereas MWS and Bisell were forced to initiate domestic litigation, which remains unresolved after nearly five years. Accordingly, MWS and Prize assert claims under Articles 14.4 and 14.6 of the USMCA.

MWS, Prize, and the Mexican government have a meeting scheduled for October 15, 2020 to address the Mexican government's breaches under the USMCA. MWS and Prize plan to discuss their claims related to Mexico's breach of Articles 14.4 and 14.6 of the USMCA as part of these upcoming consultations. Should Mexico require MWS and Prize to submit additional documentation related to such supplemental claims, please promptly advise.

MWS and Prize reserve their rights to supplement this letter in all aspects.

Sincerely,



Andrew Melsheimer

THOMPSON & KNIGHT LLP

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July 30, 2020

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Secretaría de Economía
Pachuca #189, piso 19
Col. Condesa
Demarcación Territorial Cuauhtémoc
Ciudad de México
C.P. 06140

Re: Notice of Intent to Submit a Claim to Arbitration under Annexes 14-D and 14-E of the United States-Mexico-Canada Agreement

Dear Secretary:

MWS Management, Inc., a U.S. company, is one of two private companies holding rights and interests of the Contractor in Contract No. 424042803, a contract with Pemex-Exploración and Producción for the performance of services at fixed prices (the “803 Contract”). Bisell Construcciones e Ingeniería, S.A. de C.V., a Mexican company, is the other private company holding rights and interests of the Contractor in the 803 Contract. Prize Permanent Holdings, LLC is a U.S. company that owns 50% of the equity of Bisell Construcciones e Ingeniería, S.A. de C.V. For purposes of this letter, Prize Permanent Holdings, LLC’s interest will be called Bisell.

The 803 Contract is a result of Pemex’s Request for Proposal No. 18575051-582-11. Under this competitive bidding process, Pemex and the Mexican government invited oilfield service companies like MWS and Bisell to submit bids for contracts to drill onshore wells for Pemex on select blocks. MWS and Bisell submitted a competitive bid based on Pemex’s model contract for certain acreage. Notably, the guidelines governing this bidding process promoted that investments under these contracts would be protected by Mexico’s free trade agreements such as the North American Free Trade Agreement (“NAFTA”). Pemex accepted MWS and Bisell’s competitive bid and awarded the 803 Contract to MWS and Bisell.

On February 20, 2012, Pemex executed the 803 Contract with MWS and Bisell. Under the 803 Contract, Pemex agreed to request work from MWS and Bisell, including providing equipment and drilling oil wells on behalf of Pemex. Pemex agreed to request US\$ 48 million of such work. The work was to begin on February 20, 2012 and last until December 21, 2013. The parties later extended the term of the contract until June 30, 2014. Pemex explained that it needed this extension because it did not have sufficient finances to fund the work it was required to request under the contract.

Under the 803 Contract, Pemex assured MWS and Bisell that it would have sufficient resources to request and pay for the agreed work to be performed. Pemex declared that “It has allocated the

July 30, 2020

Page 2

resources to carry out the Works under this Contract.” Relying on Pemex’s representation and its agreement to request US\$ 48 million of work, MWS and Bisell invested significant amounts in Mexico, including importing drilling equipment to comply with Pemex’s work orders. Ultimately, Pemex would not live up to its representation of having sufficient funds to request work or its obligation to request US\$ 48 million of work under the 803 Contract.

In response to Pemex’s work orders, MWS and Bisell conducted and were paid for work amounting to approximately US\$ 26.5 million. However, Pemex did not comply with its obligation to request the US\$ 48 million of work as agreed under the 803 Contract. Instead, Pemex chose to suspend its performance under the 803 Contract.

Even though Pemex declared under the contract that it had sufficient funds to support issuing work orders for its US\$ 48 million commitment to MWS and Bisell, Pemex admitted that the Mexican government had not sufficiently funded Pemex’s budget. For example, in October 2013, Pemex announced that it lacked the budget to request any more work under its contracts for certain areas, including the 803 Contract. Two months later, on December 26, 2013, Pemex told MWS and Bisell that it would not be issuing another work order under the contract. Instead, Pemex initiated a process to terminate the contract without requesting the remaining US\$ 21.5 million in work from MWS and Bisell.

On October 13, 2015, MWS and Bisell initiated a civil lawsuit against Pemex in the federal district court in Veracruz for breach of its obligations under the 803 Contract. MWS and Bisell seek recovery of their damages, including among other things, approximately US\$ 21.5 million that Pemex owes for work that it failed to request as agreed. Nearly five years later, the Mexican court has not rendered any decision.

Mexico has violated MWS and Bisell’s investment protections under the United States-Mexico-Canada Agreement (“USMCA”). Mexico has failed to provide fair and equitable treatment to this investment through a denial of justice. Although MWS and Bisell initiated their lawsuit in October 2015 regarding damages they have suffered because of Pemex’s breaches of the 803 Contract, to date, the Mexican court has taken no action to render a decision. Five years is an undue delay, and the Mexican court has failed to administer justice regarding this investment in an adequate way. Indeed, the USMCA contemplates that investors should be able to obtain a final decision from a Mexican court of last resort within thirty (30) months of initiating a lawsuit. Accordingly, fifty-seven months of inaction by the Mexican district court in rendering a decision regarding MWS and Bisell’s investment is by definition an undue delay.

MWS and Bisell have instructed Thompson & Knight to send this letter to provide MWS and Bisell’s notice that a dispute has arisen under the USMCA with respect to the 803 Contract. Article 14.D.3 requires MWS and Bisell to submit this notice ninety (90) days before submitting its claim to arbitration. Before initiating a formal arbitration proceeding, MWS and Bisell propose to attempt to resolve this dispute with the appropriate authorities within the Mexican government. We would prefer to commence such consultations immediately and would appreciate you advising us as to who is the proper designee for the Mexican government.

For purposes of Article 14.D.3, the names and addresses of the disputing investors are as follows:

July 30, 2020

Page 3

MWS Management, Inc.
1308 Lake St., Ste. 200
Fort Worth, Texas 76102

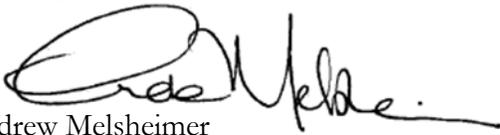
Prize Permanent Holdings, LLC
182 E. Edgewood Place
San Antonio, Texas 78209

Please direct all future communications regarding these disputes to my attention. My contact information is as follows:

Thompson & Knight
Andrew Melsheimer
1722 Routh Street, Suite 1500
Dallas, Texas 75201
Telephone: +1.214.969.1305
Email: andrew.melsheimer@tklaw.com

MWS and Bisell reserve their rights to supplement this notice in all aspects.

Sincerely,



Andrew Melsheimer

Attachments:

Articles of Incorporation of MWS Management, Inc.
Certificate of Formation of Prize Permanent Holdings, LLC
Power of Attorney for Thompson & Knight, LLP from MWS Management, Inc.
Power of Attorney for Thompson & Knight, LLP from Prize Permanent Holdings, LLC

cc:

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Juan José Paullada Figueroa, Consejero Independiente de Petróleos Mexicanos

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Abel Hibert Sánchez, Coordinador de Innovación y Análisis Económico de la Oficina de la Presidencia

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C.P. 06700, Ciudad de México, México

Julio Scherer Ibarra, Consejero Jurídico de Ejecutivo Federal

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July 30, 2020

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Lázaro Cardenas Batel, Coordinador de Asesores

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August 14, 2020

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Secretaría de Economía
Pachuca #189, piso 19
Col. Condesa
Demarcación Territorial Cuauhtémoc
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Andrew Melsheimer

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Certificate of Formation of Prize Permanent Holdings, LLC
Power of Attorney for Thompson & Knight, LLP from MWS Management, Inc.
Power of Attorney for Thompson & Knight, LLP from Prize Permanent Holdings, LLC

cc:

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18 de septiembre de 2020

Por Correo Electrónico

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Ciudad de México
C.P. 06140

Re: Complemento a la Reclamación en virtud del Anexo 14-D modificado por el Anexo 14-E del Tratado entre México, Estados Unidos y Canadá (el “T-MEC”)

Estimado Secretario,

El 30 de julio de 2020, MWS Management, Inc., (“MWS”) y Prize Permanent Holdings, LLC (“Prize”) (a través de Bisell Construcciones e Ingeniería, S.A. de C.V. (“Bisell”), de la cual es propietaria), notificaron a México una Notificación de Intención para Someter una Reclamación a Arbitraje en virtud del T-MEC, que surge en relación con su inversión respecto al Contrato No. 424042803 (el “Contrato 803”). En respuesta a la solicitud de México, el 14 de agosto de 2020, MWS y Prize realizaron aclaraciones a su Notificación. Para mayor conveniencia, se adjuntan dichas cartas a la presente. MWS y Prize envían esta carta para complementar su reclamación contra México debido al incumplimiento por parte de México de sus obligaciones en virtud del Artículo 14.4 (“Trato Nacional”) y el Artículo 14.6 (“Nivel Mínimo de Trato”) del T-MEC.

Los reclamos complementarios de MWS y Prize surgen de la conducta de Pemex con respecto a otros contratos de servicio para yacimientos de petróleo similares al Contrato 803. Uno de esos contratos fue el Contrato No. 424043809 celebrado con Integradora de Perforaciones y Servicios, S.A. de C.V. y Zapata Internacional, S.A. de C.V. MWS y Prize tienen entendido que ambas sociedades son propiedad de nacionales mexicanos. En virtud de este contrato, Pemex estaba obligado a solicitar un mínimo de 24 millones de dólares de trabajo; sin embargo, no lo hizo. Esta situación se asimila a aquella de MWS y Bisell con respecto al Contrato 803. En última instancia, Pemex llegó a un acuerdo con los nacionales mexicanos propietarios de estas empresas, del cual derivó un pago por parte de Pemex de al menos 15 millones de dólares. Por el contrario, Pemex optó por no llegar a un acuerdo con MWS y Bisell sobre las cantidades adeudadas en virtud del Contrato 803, lo que les obligó a iniciar acciones legales, las cuales están pendientes de resolución desde hace casi cinco años.

En virtud del artículo 14.4 del T-MEC, México tenía la obligación de tratar a MWS y a Prize (y sus inversiones) de manera no menos favorable que a los nacionales mexicanos (y sus inversiones). De forma similar, en virtud del artículo 14.6 del T-MEC, México tenía la obligación de dar un trato justo y equitativo a las inversiones de MWS y Prize. México incumplió estas obligaciones al discriminar a MWS y Prize (y sus inversiones) en favor de los nacionales mexicanos (y sus inversiones). Pemex dio prioridad a las empresas propiedad de nacionales mexicanos sobre MWS y Prize al desviar recursos del Contrato 803, y utilizar dichos recursos para llegar a acuerdos sobre reclamaciones similares por trabajo no solicitado y no remunerado, realizadas por nacionales mexicanos (en relación con sus inversiones). De hecho, México trató a esos nacionales mexicanos de manera más favorable llegando a acuerdos sobre sus reclamaciones, mientras que MWS y Bisell se vieron obligados a iniciar un litigio nacional, que sigue sin resolverse después de casi cinco años. En consecuencia, MWS y Prize hacen valer sus reclamaciones en virtud de los artículos 14.4 y 14.6 del T-MEC.

MWS, Prize y el gobierno mexicano tienen una reunión programada para el 15 de octubre de 2020 para abordar los incumplimientos por parte del gobierno mexicano en virtud del T-MEC. MWS y Prize planean discutir durante dichos diálogos sus reclamos relacionados con el incumplimiento por parte de México de los artículos 14.4 y 14.6 del T-MEC. En caso de que México requiera que MWS y Prize presenten documentación adicional relacionada con dichos reclamos complementarios, agradeceríamos nos lo informen a la mayor brevedad posible.

MWS y Prize se reservan el derecho de complementar este aviso en todos los aspectos.

Atentamente,



Andrew Melsheimer

THOMPSON & KNIGHT LLP

ATTORNEYS AND COUNSELORS

ANDREW MELSHEIMER
DIRECT DIAL: 214.969.1305
EMAIL: Andrew.Melsheimer@tklaw.com

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1722 ROUTH STREET, SUITE 1500
DALLAS, TX 75201
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AUSTIN
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MONTERREY

30 de Julio de 2020

Dirección General de Consultoría Jurídica de Comercio Internacional
Secretaría de Economía
Pachuca #189, piso 19
Col. Condesa
Demarcación Territorial Cuauhtémoc
Ciudad de México
C.P. 06140

Re: Notificación sobre la intención para someter una reclamación a arbitraje en virtud de los Anexos 14-D y 14-E del Tratado entre México, Estados Unidos-Canadá

Estimado Secretario,

MWS Management, Inc., una sociedad estadounidense, es una de dos sociedades titulares de derechos e intereses como Contratista en el Contrato No.424042803, celebrado con Pemex Explotación y Producción para la prestación de servicios a precio fijo (el “Contrato 803”). Bisell Construcciones e Ingeniería, S.A. de C.V., sociedad Mexicana, es la otra sociedad titular de derechos e interés como Contratista en el Contrato 803. Prize Permanent Holdings, LLC es una sociedad estadounidense propietaria del 50% del capital de Bisell Construcciones e Ingeniería, S.A. de C.V. Para efectos de la presente notificación, la participación de Prize Permanent Holdings, LLC será referida como Bisell.

El contrato 803 es resultado de la licitación pública internacional número18575051-582-11. Bajo este proceso de licitación, Pemex y el gobierno Mexicano invitaron a diversas sociedades de servicios petroleros como MWS y Bisell a concursar en los contratos de perforación de pozos petroleros para Pemex en bloques selectos. En particular, las bases de licitación de este proceso de licitación promueven que las inversiones bajo estos contratos estarán protegidas por los tratados de libre comercio suscritos por México, tal y como el Tratado de Libre Comercio para América del Norte (el “TLCAN”). Pemex aceptó la oferta y adjudicó el Contrato 803 a MWS y Bisell.

El 20 de febrero de 2012, Pemex celebró el Contrato 803 con MWS y Bisell. Bajo el Contrato 803, Pemex acordó solicitar trabajo a MWS y Bisell, incluyendo el suministro de equipos y la perforación de pozos de petróleo en nombre de Pemex. La cantidad mínima de trabajo acordada por Pemex equivalía aproximadamente a \$48 millones de dólares. Dichos trabajos debían dar inicio el 20 de febrero de 2012 terminando el 21 de diciembre de 2013. Las partes prorrogaron el plazo del contrato hasta el 30 de junio de 2014. Pemex explicó que dichas prórrogas eran necesarias por la falta de fondos para solicitar los trabajos acordados en el contrato.

En virtud del Contrato 803, Pemex aseguró a MWS y Bisell que contaría con los recursos suficientes para realizar y pagar el trabajo solicitado. Pemex declaró que “Ha previsto los recursos para llevar a

cabo los Trabajos objeto de este Contrato”. Confiando en la declaración de Pemex y su acuerdo para solicitar un mínimo de \$48 millones de dólares equivalente de trabajo, MWS y Bisell invirtieron cantidades significativas en México, incluyendo la importación de maquinaria para perforación con la finalidad de cumplir con las órdenes de trabajo acordadas con Pemex. En última instancia, Pemex no cumplió con su declaración de contar con los fondos suficientes para solicitar trabajo o de su obligación de solicitar trabajos por la cantidad mínima de trabajo equivalente a \$48 millones de dólares acordada bajo el Contrato 803.

En respuesta a las órdenes de trabajo de Pemex, MWS y Bisel realizaron y recibieron pagos por trabajo que ascendía aproximadamente a \$26.5 millones de dólares. Sin embargo, Pemex no cumplió con su obligación de solicitar los \$48 millones de dólares de cantidad mínima de trabajo, tal y como se acordó en el Contrato 803.

A pesar de que Pemex, declaró en el contrato que contaba los recursos para apoyar la emisión de órdenes de trabajo y cumplir con su compromiso mínimo de \$48 millones de dólares con MWS y Bisell, Pemex admitió que el gobierno Mexicano no había financiado suficientemente el presupuesto de Pemex. Por ejemplo, en octubre de 2013, Pemex anunció que carecía de presupuesto para emitir más órdenes de trabajo en el marco de sus contratos para ciertas áreas, incluido el Contrato 803. Dos meses después, el 26 de diciembre de 2013, Pemex comentó a MWS y Bisell que no emitiría nuevas órdenes de trabajo bajo el contrato. En cambio, Pemex inicio un proceso para dar por terminado el contrato sin solicitar a MWS y Bisell los \$21.5 millones de dólares del trabajo restantes.

En octubre 13 de 2015, MWS y Bisell presentaron una demanda civil en contra de Pemex ante el tribunal de distrito de Veracruz por el incumplimiento de sus obligaciones contractuales del Contrato 803. MWS y Bisell buscan la reparación de los daños, incluyendo entre otras cosas, aproximadamente \$21.5 millones de dólares que Pemex debe por los trabajos no solicitados. Casi cinco años después, el tribunal Mexicano no ha emitido sentencia alguna.

México ha violado las protecciones de inversión de MWS y Bisell bajo el Tratado entre México, Estados Unidos-Canadá (T-MEC). México ha fallado en dar un trato justo y equitativo a esta inversión a través de una negación de la justicia. Aunque MWS y Bisell presentaron su demanda en octubre de 2015 en relación con los daños sufridos por el incumplimiento de las obligaciones contractuales de Pemex al Contrato 803, hasta la fecha, el tribunal Mexicano no ha tomado medida alguna para dictar una sentencia. Cinco años es un retraso indebido, y el tribunal Mexicano no ha impartido justicia con respecto de esta inversión. De hecho, el T-MEC contempla que los inversionistas deben obtener una sentencia definitiva del tribunal Mexicano, en última instancia, dentro de los 30 (treinta) meses siguientes a la presentación de la demanda. En consecuencia, cincuenta y cinco meses de inacción por parte del Tribunal en dictar sentencia relativa a la inversión de MWS y Bisell es, por definición, una demora indebida.

MWS y Bisell han instruido a Thompson & Knight para que envíe esta carta y notifique a nombre de MWS y Bisell, que ha surgido una disputa bajo el T-MEC con respecto al Contrato 803. El artículo 14.D.3 exige que MWS y Bisell presenten esta notificación noventa (90) días antes de someter su reclamación a arbitraje. Antes de iniciar un procedimiento formal de arbitraje, MWS y Bisell proponen intentar resolver estas controversias mediante consultas con las autoridades competentes del gobierno

30 de Julio de 2020

Page 3

Mexicano. Preferiríamos comenzar con tales consultas inmediatamente y le agradeceríamos que nos aconsejara sobre quien es la persona designada por el gobierno Mexicano.

A los efectos del Artículo 14.D.3, el nombre y la dirección de los inversionistas contendientes son los siguientes:

MWS Management, Inc.
1308 Lake St., Ste. 200
Fort Worth, Texas 76102

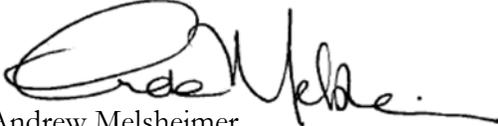
Prize Permanent Holdings, LLC
182 E. Edgewood Place
San Antonio, Texas 78209

Por favor, dirija todas las futuras comunicaciones/notificaciones sobre el presente asunto a mi atención. Mi información de contacto es la siguiente:

Thompson & Knight
Andrew Melsheimer
1722 Routh Street, Suite 1500
Dallas, Texas 75201
Teléfono: +1.214.969.1305
Correo electrónico: andrew.melsheimer@tklaw.com

MWS y Bisell se reservan el derecho de complementar este aviso en todos los aspectos.

Atentamente,


Andrew Melsheimer

Anexos:

Artículos de Incorporación de MWS Management, Inc.
Certificado de Formación de Prize Permanent Holdings, LLC
Poder a Thompson & Knight, LLP de MWS Management, Inc.
Poder a Thompson & Knight, LLP de Prize Permanent Holdings, LLC

ccp:

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luz.maria.zarza@pemex.com

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Col. Verónica Anzures

Alcaldía Miguel Hidalgo

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Alberto Velázquez García, Director Corporativo de Finanzas, Petróleos Mexicanos

alberto.velazquez@pemex.com

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Juan José Paullada Figueroa, Consejero Independiente de Petróleos Mexicanos

juan.paulladaf@pemex.com

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Pachuca #189, Piso 19

Col. Condesa Demarcación

Territorial Cuauhtémoc

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Abel.hibert@presidencia.gob.mx

El Oro No. 17

Col. Roma Norte, entre Plaza Villa Madrid y Monterrey

Alcaldía Cuauhtémoc

C.P. 06700, Ciudad de México, México

Julio Scherer Ibarra, Consejero Jurídico de Ejecutivo Federal

30 de Julio de 2020

Page 5

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Lázaro Cardenas Batel, Coordinador de Asesores

Palacio Nacional S/N

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Consejo de la Judicatura Federal

Dirección del edificio SEDE

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San Ángel. Álvaro Obregón

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THOMPSON & KNIGHT LLP

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14 de agosto de 2020

Dirección General de Consultoría Jurídica de Comercio Internacional
Secretaría de Economía
Pachuca #189, piso 19
Col. Condesa
Demarcación Territorial Cuauhtémoc
Ciudad de México
C.P. 06140

Re: Notificación sobre la intención para someter una reclamación a arbitraje en virtud del Anexo 14-D modificado por el Anexo 14-E del Tratado entre México, Estados Unidos y Canadá

Estimado Secretario,

MWS Management, Inc., una sociedad estadounidense, es una de dos sociedades titulares de derechos e intereses como Contratista en el Contrato No.424042803, celebrado con Pemex Exploración y Producción para la prestación de servicios a precio fijo (el “Contrato 803”). Bisell Construcciones e Ingeniería, S.A. de C.V., sociedad mexicana, es la otra sociedad titular de derechos e interés como Contratista en el Contrato 803. Prize Permanent Holdings, LLC es una sociedad estadounidense propietaria del 50% del capital de Bisell Construcciones e Ingeniería, S.A. de C.V. Para efectos de la presente notificación, la participación de Prize Permanent Holdings, LLC será referida como Bisell.

El contrato 803 es resultado de la licitación pública internacional número 18575051-582-11. Bajo este proceso de licitación, Pemex y el gobierno mexicano invitaron a diversas sociedades de servicios petroleros como MWS y Bisell a concursar en los contratos de perforación de pozos petroleros para Pemex en bloques selectos. En particular, las bases de este proceso de licitación promueven que las inversiones bajo estos contratos estarán protegidas por los tratados de libre comercio suscritos por México, tal y como el Tratado de Libre Comercio para América del Norte (el “TLCAN”). Pemex aceptó la oferta y adjudicó el Contrato 803 a MWS y Bisell.

El 20 de febrero de 2012, Pemex celebró el Contrato 803 con MWS y Bisell. Bajo el Contrato 803, Pemex acordó solicitar trabajo a MWS y Bisell, incluyendo el suministro de equipos y la perforación de pozos de petróleo en nombre de Pemex. La cantidad mínima de trabajo acordada por Pemex equivalía aproximadamente a \$48 millones de dólares. Dichos trabajos debían dar inicio el 20 de febrero de 2012 terminando el 21 de diciembre de 2013. Las partes prorrogaron el plazo del contrato hasta el 30 de junio de 2014. Pemex explicó que dichas prórrogas eran necesarias por la falta de fondos para solicitar los trabajos acordados en el contrato.

En virtud del Contrato 803, Pemex aseguró a MWS y Bisell que contaría con los recursos suficientes para solicitar y pagar por los trabajos acordados. Pemex declaró que “Ha previsto los recursos para llevar a cabo los Trabajos objeto de este Contrato”. Confiando en la declaración de Pemex y su acuerdo de solicitar un mínimo equivalente a \$48 millones de dólares de trabajo, MWS y Bisell invirtieron cantidades significativas en México, incluyendo la importación de maquinaria para perforación con la finalidad de cumplir con las órdenes de trabajo acordadas con Pemex. En última instancia, Pemex no cumplió con su declaración de contar con los fondos suficientes para solicitar trabajo, o su obligación de solicitar trabajos por la cantidad mínima de trabajo equivalente a \$48 millones de dólares acordada bajo el Contrato 803.

En respuesta a las órdenes de trabajo de Pemex, MWS y Bisell realizaron y recibieron pagos por trabajo que ascendía aproximadamente a \$26.5 millones de dólares. Sin embargo, Pemex no cumplió con su obligación de solicitar los \$48 millones de dólares de cantidad mínima de trabajo, tal y como se acordó en el Contrato 803. En cambio, Pemex decidió suspender su actuación bajo el Contrato 803.

A pesar de que Pemex, declaró en el contrato que contaba los recursos para apoyar la emisión de órdenes de trabajo y cumplir con su compromiso mínimo de \$48 millones de dólares con MWS y Bisell, Pemex admitió que el gobierno mexicano no había financiado suficientemente el presupuesto de Pemex. Por ejemplo, en octubre de 2013, Pemex anunció que carecía de presupuesto para emitir más órdenes de trabajo en el marco de sus contratos para ciertas áreas, incluido el Contrato 803. Dos meses después, el 26 de diciembre de 2013, Pemex comentó a MWS y Bisell que no emitiría nuevas órdenes de trabajo bajo el contrato. En cambio, Pemex inicio un proceso para dar por terminado el contrato sin solicitar a MWS y Bisell los \$21.5 millones de dólares del trabajo restantes.

En octubre 13 de 2015, MWS y Bisell presentaron una demanda civil en contra de Pemex ante un Tribunal de Distrito de Veracruz por el incumplimiento de sus obligaciones contractuales en virtud del Contrato 803. MWS y Bisell buscan la reparación de daños, incluyendo entre otras cosas, aproximadamente \$21.5 millones de dólares que Pemex debe por los trabajos no solicitados. Casi cinco años después, el Tribunal mexicano no ha emitido sentencia alguna.

México ha violado las protecciones de inversión de MWS y Bisell bajo el Tratado entre México, Estados Unidos y Canadá (T-MEC). México ha fallado en dar un trato justo y equitativo a esta inversión a través de la denegación de justicia. A pesar de que MWS y Bisell presentaron su demanda en octubre de 2015, en relación con los daños sufridos por el incumplimiento de las obligaciones contractuales de Pemex bajo el Contrato 803, hasta la fecha, el Tribunal mexicano no ha tomado medida alguna para dictar una sentencia. Cinco años es un retraso indebido, y el Tribunal mexicano no ha impartido justicia de forma adecuada respecto a esta inversión. Al respecto, el T-MEC contempla que los inversionistas deben obtener una sentencia definitiva de un tribunal mexicano de última instancia, dentro de los 30 (treinta) meses siguientes a la presentación de la demanda. En consecuencia, cincuenta y ocho meses de inacción por parte del Tribunal para dictar la sentencia relativa a la inversión de MWS y Bisell es, por definición, una demora indebida.

MWS y Bisell han instruido a Thompson & Knight para que envíe esta carta y notifique a nombre de MWS y Bisell, que ha surgido una disputa bajo el T-MEC con respecto al Contrato 803. El artículo 14.D.3 exige que MWS y Bisell presenten esta notificación noventa (90) días antes de someter su reclamación a arbitraje. Antes de iniciar un procedimiento formal de arbitraje, MWS y Bisell proponen

14 de agosto de 2020

Page 3

intentar resolver estas controversias mediante consultas con las autoridades competentes del gobierno mexicano. Preferiríamos comenzar con tales consultas inmediatamente y le agradeceríamos que nos aconsejara sobre quién es la persona designada para lo anterior por el gobierno mexicano.

A los efectos del Artículo 14.D.3, el nombre y la dirección de los inversionistas contendientes son los siguientes:

MWS Management, Inc.
1308 Lake St., Ste. 200
Fort Worth, Texas 76102

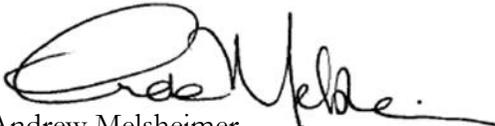
Prize Permanent Holdings, LLC
182 E. Edgewood Place
San Antonio, Texas 78209

Por favor, dirija todas las futuras comunicaciones/notificaciones sobre el presente asunto a mi atención. Mi información de contacto es la siguiente:

Thompson & Knight
Andrew Melsheimer
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Dallas, Texas 75201
Teléfono: +1.214.969.1305
Correo electrónico: andrew.melsheimer@tklaw.com

MWS y Bisell se reservan el derecho de complementar este aviso en todos los aspectos.

Atentamente,


Andrew Melsheimer

Anexos:

Artículos de Incorporación de MWS Management, Inc.
Certificado de Formación de Prize Permanent Holdings, LLC
Poder a Thompson & Knight, LLP de MWS Management, Inc.
Poder a Thompson & Knight, LLP de Prize Permanent Holdings, LLC

ccp:

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Juan José Paullada Figueroa, Consejero Independiente de Petróleos Mexicanos

juan.paulladaf@pemex.com

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graciela.marquez@economia.gob.mx

Pachuca #189, Piso 19

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alfonso.romo@presidencia.gob.mx

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C.P. 06066, Ciudad de México, México

Abel Hibert Sánchez, Coordinador de Innovación y Análisis Económico de la Oficina de la Presidencia

Abel.hibert@presidencia.gob.mx

El Oro No. 17

Col. Roma Norte, entre Plaza Villa Madrid y Monterrey

Alcaldía Cuauhtémoc

C.P. 06700, Ciudad de México, México

14 de agosto de 2020

Page 5

Julio Scherer Ibarra, Consejero Jurídico de Ejecutivo Federal

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C.P. 06020, Ciudad de México, México

Lázaro Cardenas Batel, Coordinador de Asesores

Palacio Nacional S/N

Centro

C.P. 06020, Ciudad de México, México

Consejo de la Judicatura Federal

Dirección del edificio SEDE

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San Ángel. Álvaro Obregón

C.P. 01000, Ciudad de México, México

THOMPSON & KNIGHT LLP

ATTORNEYS AND COUNSELORS

ANDREW MELSHEIMER
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EMAIL: Andrew.Melsheimer@tklaw.com

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MONTERREY

29 de Julio de 2020

Dirección General de Consultoría
Jurídica de Comercio Internacional
Secretaría de Economía
Pachuca #189, piso 19
Col. Condesa Demarcación
Territorial Cuauhtémoc
Ciudad de México
C.P. 06140

Dirección General de Inversión Extranjera
Secretaría de Economía
Insurgentes Sur 1940, piso 8
Col. Florida México
D.F. 01030
México

**Re: Notificación sobre la intención para someter una reclamación a arbitraje en virtud del
Párrafo 1 del Anexo 14-C del Tratado entre México, Estados Unidos y Canadá (el “T-
MEC”)**

Estimado Secretario,

Andrew Melsheimer, en representación de la sociedad **Finley Resources, Inc.**, personalidad que se acredita debidamente ante esta H. Secretaría mediante los documentos que se adjuntan a la presente, y autorizando en términos del artículo 19 de la Ley Federal del Procedimiento Administrativo, indistintamente, a Gabriel Ruiz Rocha, Claudio Dan Rodríguez Galán, Regina Mariana Legorreta Palomino, Rodolfo Rueda Ballesteros, Diana Rodríguez Martínez y Julia Segovia Vázquez, con el debido respeto someto a su consideración de manera formal la intención de mi representada de someter una reclamación a arbitraje conforme a lo siguiente:

I. TIPO DE RECLAMACIÓN

La reclamación pretende ser presentar por un inversionista de una Parte por cuenta propia, conforme al artículo 1116 del TLCAN.

II. INVERSIONISTA CONTENDIENTE

a) Nombre completo del inversionista contendiente:

Finley Resources, Inc., empresa de una Parte.

c) Para los propósitos del inciso (b), favor de identificar la nacionalidad del inversionista contendiente:

Estados Unidos de América

d) Dirección del inversionista contendiente:

Finley Resources, Inc.
1308 Lake St.

Julio 29, 2020

Página 2

Fort Worth, Texas 76102

III. INVERSIÓN

Indique el (los) tipo(s) de inversión(es) involucradas:

(h) la participación que resulte del capital u otros recursos destinados para el desarrollo de una actividad económica en territorio de otra Parte, entre otros, conforme a:

(i) contratos que involucran la presencia de la propiedad de un inversionista en territorio de otra Parte, incluidos, las concesiones, los contratos de construcción y de llave en mano, o

(ii) contratos donde la remuneración depende sustancialmente de la producción, ingresos o ganancias de una empresa.

IV. REPRESENTANTE LEGAL Y LUGAR PARA RECIBIR Y OÍR NOTIFICACIONES

Thompson & Knight
Andrew Melsheimer
1722 Routh Street, Suite 1500
Dallas, Texas 75201
Teléfono: +1.214.969.1305
Correo electrónico: andrew.melsheimer@tklaw.com

V. DISPOSICIONES PRESUNTAMENTE INCUMPLIDAS Y CUALQUIER OTRA DISPOSICIÓN APLICABLE

Artículo 1105 y Artículo 1103 del TLCAN, invocando su derecho a aplicar el Artículo 2(3) del Acuerdo entre el Gobierno de los Estados Unidos Mexicanos y el Gobierno del Reino de Dinamarca sobre la Promoción y Protección Recíproca de las Inversiones.

VI. CUESTIONES DE HECHO Y DE DERECHO EN QUE SE FUNDA LA RECLAMACIÓN

Ver carta adjunta al presente.

Atentamente,


Andrew Melsheimer

THOMPSON & KNIGHT LLP

ATTORNEYS AND COUNSELORS

ANDREW MELSHEIMER
DIRECT DIAL: 214.969.1305
EMAIL: Andrew.Melsheimer@tklaw.com

ONE ARTS PLAZA
1722 ROUTH STREET, SUITE 1500
DALLAS, TX 75201
214.969.1700
FAX 214.969.1751
www.tklaw.com

AUSTIN
DALLAS
FORT WORTH
HOUSTON
NEW YORK
ALGIERS
LONDON
MEXICO CITY
MONTERREY

29 de Julio de 2020

Dirección General de Consultoría
Jurídica de Comercio Internacional
Secretaría de Economía
Pachuca #189, piso 19
Col. Condesa Demarcación
Territorial Cuauhtémoc
Ciudad de México
C.P. 06140

Dirección General de Inversión Extranjera
Secretaría de Economía
Insurgentes Sur 1940, piso 8
Col. Florida México
D.F. 01030
México

**Re: Notificación sobre la intención para someter una reclamación a arbitraje en virtud del
Párrafo 1 del Anexo 14-C del Tratado entre México, Estados Unidos y Canadá (el “T-
MEC”)**

Estimado Secretario,

Andrew Melsheimer, en representación de la sociedad **Prize Permanent Holdings, LLC**, personalidad que se acredita debidamente ante esta H. Secretaría mediante los documentos que se adjuntan a la presente, y autorizando en términos del artículo 19 de la Ley Federal del Procedimiento Administrativo, indistintamente, a Gabriel Ruiz Rocha, Claudio Dan Rodríguez Galán, Regina Mariana Legorreta Palomino, Rodolfo Rueda Ballesteros, Diana Rodríguez Martínez y Julia Segovia Vázquez, con el debido respeto someto a su consideración de manera formal la intención de mi representada de someter una reclamación a arbitraje conforme a lo siguiente:

I. TIPO DE RECLAMACIÓN

La reclamación pretende ser presentada por un inversionista de una parte, en representación de una empresa que es una persona moral propiedad del inversionista o que esté bajo su control directo o indirecto.

II. INVERSIONISTA CONTENDIENTE

a) Nombre completo del inversionista contendiente:

Prize Permanent Holdings, LLC, empresa de una Parte.

c) Para los propósitos del inciso (b), favor de identificar la nacionalidad del inversionista contendiente:

Estados Unidos de América

d) Dirección del inversionista contendiente:

Prize Permanent Holdings, LLC

Julio 29, 2020

Página 2

182 E. Edgewood Place
San Antonio, Texas 78209

III. INVERSIÓN

Indique el (los) tipo(s) de inversión(es) involucradas:

(h) la participación que resulte del capital u otros recursos destinados para el desarrollo de una actividad económica en territorio de otra Parte, entre otros, conforme a:

(i) contratos que involucran la presencia de la propiedad de un inversionista en territorio de otra Parte, incluidos, las concesiones, los contratos de construcción y de llave en mano, o

(ii) contratos donde la remuneración depende sustancialmente de la producción, ingresos o ganancias de una empresa.

IV. REPRESENTANTE LEGAL Y LUGAR PARA RECIBIR Y OÍR NOTIFICACIONES

Thompson & Knight
Andrew Melsheimer
1722 Routh Street, Suite 1500
Dallas, Texas 75201
Teléfono: +1.214.969.1305
Correo electrónico: andrew.melsheimer@tklaw.com

V. DISPOSICIONES PRESUNTAMENTE INCUMPLIDAS Y CUALQUIER OTRA DISPOSICIÓN APLICABLE

Artículo 1105 y Artículo 1103 del TLCAN, invocando su derecho a aplicar el Artículo 2(3) del Acuerdo entre el Gobierno de los Estados Unidos Mexicanos y el Gobierno del Reino de Dinamarca sobre la Promoción y Protección Recíproca de las Inversiones.

VI. CUESTIONES DE HECHO Y DE DERECHO EN QUE SE FUNDA LA RECLAMACIÓN

Ver carta adjunta al presente.

Atentamente,


Andrew Melsheimer

Attachments



The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION
OF

MWS MANAGEMENT, INC.
CHARTER NUMBER 01626656

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

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

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

DATED MAY 2, 2001

EFFECTIVE MAY 2, 2001




Henry Cuellar, Secretary of State

ARTICLES OF INCORPORATION
OF
MWS MANAGEMENT, INC.

FILED
In the Office of the
Secretary of State of Texas

MAY 02 2001

Corporations Section

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

ARTICLE I

NAME

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

ARTICLE II

DURATION

The period of duration of the Corporation is perpetual.

ARTICLE III

PURPOSES

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

ARTICLE IV

CAPITAL STOCK

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

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

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

ARTICLE V

LIABILITY OF DIRECTORS

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

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

ARTICLE VI

INDEMNIFICATION AND INSURANCE

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

ARTICLE VII

MINIMUM CAPITAL

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

ARTICLE VIII

REGISTERED AGENT

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

ARTICLE IX

INITIAL BOARD OF DIRECTORS

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

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

ARTICLE X

INCORPORATOR

The name and address of the incorporator is as follows:

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

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



J. Patrick Murphy, Incorporator

ARTICLE IX

INITIAL BOARD OF DIRECTORS

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

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

ARTICLE X

INCORPORATOR

The name and address of the incorporator is as follows:

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

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



J. Patrick Murphy, Incorporator



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

The State of Texas



John Steen
Secretary of State

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

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

John Steen
Secretary of State

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

APOSTILLE

(Convention de La Haye du 5 Octobre 1961)

Re: Original Documents

Dear Sir or Madam:

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

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

- 5. at Austin, Texas
- 6. on May 30, 2013
- 7. by the Director, Business & Public
- 8. Certificate No. CW0912387
- 9. Seal

Very Truly Yours,

Renee Dehoyoz
Certifying Department
Office of the Texas Secretary of State



Lorna Wandaif

Director, Business & Public Filings Division

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



Office of the Secretary of State

Requested for use in MEXICO

Not for use within the United States of America.

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

APOSTILLE

(Convention de La Haye du 5 Octobre 1961)

- | | |
|------------------------------|--------------------------|
| 1. Country: | United States of America |
| This Public document | May 28, 2011 |
| 2. has been signed by | John Steen |
| 3. acting in the capacity of | Secretary of State |
| 4. bears the seal/stamp of | State of Texas |

CERTIFIED

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



Director, Business & Public Filings Division

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



Office of the Secretary of State

PRIZE PERMANT HOLDINGS, LLC

A Texas Series Limited Liability Company

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

Prize Permanent Holdings, LLC
Filing Number: 801412532

Certificate of Formation
Certificate of Correction

April 14, 2011
May 26, 2011

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



John Steen
Secretary of State

RECEIVED

APR 14 2011

Secretary of State

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

APR 14 2011

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

Corporations Section

A Texas Series Limited Liability Company

Section 1.01 Introduction and Preliminary Statements

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

Section 1.02 Name

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

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

Section 1.03 Duration

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

Section 1.04 Objects and Purposes

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

RECEIVED

APR 14 2011

Secretary of State

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

Section 1.05 MEMBERSHIP SHARES

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

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

Section 1.06 LIMITATIONS ON CUMULATIVE VOTING

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

Section 1.07 LIMITATIONS ON PREEMPTIVE RIGHTS

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

Section 1.08 Principal Place of Business

The principal place of Business of the Company is:

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

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

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

Section 1.09 Registered Agent and Registered Office

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

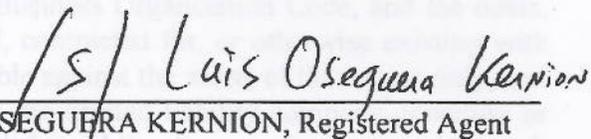
Physical Address:
182 E. Edgewood Place
San Antonio, Texas 78209

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

Section 1.10 Registered Agent Consent

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

Dated: February 25, 2011.



LUIS OSEGUERA KERNION, Registered Agent

Section 1.11 Name and Address of Organizer

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

Section 1.12 Additional Members

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

Section 1.13 Continuation of Business

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

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

Section 1.14 Master Operating Agreement and Authority

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

Section 1.15 SERIES OF LIMITED LIABILITY COMPANIES

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

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

Section 1.16 Management

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

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

LOK TRUST

182 E Edgewood Place, San Antonio, Texas 78209

Section 1.17 Indemnification and Liability

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

Section 1.18 Transferability of Interest

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

Section 1.19 LIMITATIONS OF LIABILITY OF MANAGERS

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

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

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

Section 1.20 LEGENDS ON MEMBERSHIP CERTIFICATES

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

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

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

Section 1.21 CONDUCT AND CONFLICTS OF INTEREST ON MANAGERS

A. Prudent Conduct of Officers and Managers.

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

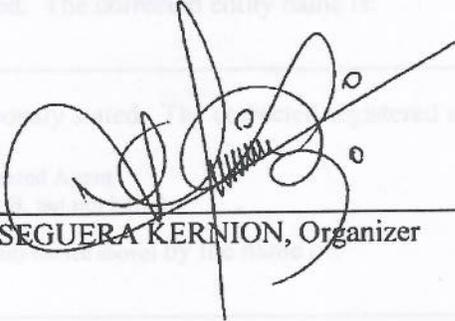
B. Contracts with Interested Managers and Others.

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

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

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

Executed on February 25, 2011



LUIS OSEGUERA KERNION, Organizer

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

Page - 7 of 7

RECEIVED
MAY 26 2011
Secretary of State

Form 403
(Revised 12/09)

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

Filing Fee: \$15



This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

MAY 26 2011

Certificate of Correction

Corporations Section

Entity Information

1. The name of the filing entity is:

Prize Permant Holdings, LLC

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

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

Filing Instrument to be Corrected

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

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

mm/dd/yyyy

Identification of Errors and Corrections

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

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

Prize Permanent Holdings, LLC

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

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

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

OR

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

First

Middle

Last Name

Suffix

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

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

Corrected Registered Office Address

Street Address (No P.O. Box)

City

TX

State Zip Code

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

The period of duration of the entity is inaccurate or erroneously stated.

The period of duration is corrected to read as follows:

Identification of Other Errors and Corrections

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

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

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

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

2/4/2011

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

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

Statement Regarding Correction

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

Correction to Merger, Conversion or Exchange

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

Entity name _____ SOS file number _____

Entity name _____ SOS file number _____

Effectiveness of Filing

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

Execution

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

Date: 24/MAY/2011

By: _____
Signature of authorized person _____
Luis Oseguera Kernion
Printed or typed name of authorized person (see instructions)



July 28, 2020

Re: Power of Attorney

This letter confirms that MWS Management, Inc. has appointed Thompson & Knight, LLP as its lawful attorney-in-fact with power of representation in MWS Management, Inc.'s dispute with Mexico arising under the North American Free Trade Agreement and/or the United States-Mexico-Canada Agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Finley', is written over a horizontal line. The signature is fluid and cursive, with a large loop at the end.

James D. Finley
President, MWS Management, Inc.

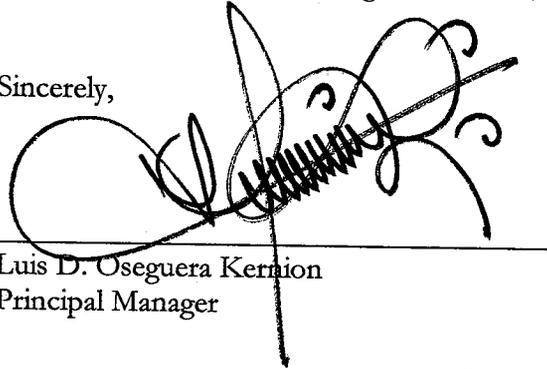
July 28, 2020

Prize Permanent Holdings, LLC

Re: Power of Attorney

This letter confirms that Prize Permanent Holdings, LLC has appointed Thompson & Knight, LLP as its lawful attorney-in-fact with power of representation in Prize Permanent Holdings, LLC's dispute with Mexico arising under the North American Free Trade Agreement and/or the United States-Mexico-Canada Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Luis D. Oseguera Kernion", is written over a horizontal line. The signature is highly stylized and cursive.

Luis D. Oseguera Kernion
Principal Manager