

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 10**  
**NOTICES OF INTENT TO SUBMIT A CLAIM TO ARBITRATION**  
**MWS MANAGEMENT, INC. & PRIZE PERMANENT HOLDINGS, LLC**  
**CONTRACT NO. 424043804**

---

Andrew B. Derman  
Andrew Melsheimer  
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**ATTORNEYS FOR CLAIMANTS**

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September 18, 2020

## VIA EMAIL

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: 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. 424043804 (the “804 Contract”).<sup>1</sup> 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 804 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 804 Contract. Ultimately, Pemex compromised with the Mexican nationals who owned these companies wherein Pemex paid them at least US\$ 15 million. In contrast, Pemex paid MWS and Bisell nothing under the 804 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

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<sup>1</sup> Previously, the 804 Contract was inadvertently labeled Contract No. 424042804. The correct label is Contract No. 424043804.

September 18, 2020

Page 2

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 (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 804 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,

A handwritten signature in black ink, appearing to read "Andrew Melsheimer". The signature is fluid and cursive, with a large initial "A" and "M".

Andrew Melsheimer

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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. 424042804, a contract with Pemex-Exploración and Producción for the performance of services at fixed prices (the “804 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 804 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 804 Contract is a result of Pemex’s decision to award MWS and Bisell the right to provide drilling services to Pemex on select acreage. On March 20, 2013, Pemex executed the 804 Contract with MWS and Bisell. Under the 804 Contract, Pemex agreed to request work from MWS and Bisell, including providing equipment and drilling oil wells on behalf of Pemex. The minimum amount of work that Pemex agreed to request was US\$ 22 million, and the maximum amount of work that Pemex agreed to request was US\$ 55 million. The work was to begin on March 20, 2012 and last until September 30, 2013. The parties twice extended the term of the contract until March 31, 2014. Pemex explained these extensions were needed because it lacked sufficient funding to request the work agreed under the contract.

Under the 804 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 resources to carry out the Works under this Contract.” Relying on Pemex’s representation and its agreement to request a minimum of US\$ 22 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 at least US\$ 22 million of work under the 804 Contract.

July 30, 2020

Page 2

On August 27, 2013, Pemex issued its first work orders for MWS and Bisell to drill two wells. MWS and Bisell arranged for the equipment and personnel to be on the locations of the wells as Pemex instructed. However, on September 2, 2013, Pemex abruptly notified MWS and Bisell that it would no longer drill those wells and that it was cancelling the work orders. A month later, in October 2013, Pemex explained why. Pemex announced that its deficient budget was requiring it to cease all work under its certain contract, including the 804 Contract.

Pemex never issues another work order under the 804 Contract. Instead, it initiated a process to terminate the contract before its expiry in March 2014. As a result, Pemex denied MWS and Bisell the benefit of their bargain.

Consequently, on December 7, 2015, MWS and Bisell initiated a civil lawsuit against Pemex in the federal district court in Veracruz for breach of its obligations under the 804 Contract. MWS and Bisell seek recovery of their damages, including among other things, approximately US\$ 22 million that Pemex owes for the minimum amount of work that Pemex agreed to request. 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 December 2015 regarding damages they have suffered because of Pemex's breaches of the 804 Contract, to date, the Mexican court has taken no action to render a decision. Nearly 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-five 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 804 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:

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:

July 30, 2020

Page 3

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Dallas, Texas 75201  
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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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July 30, 2020

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August 14, 2020

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Secretaría de Economía  
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Col. Condesa  
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August 14, 2020

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18 de septiembre de 2020

## Por Correo Electrónico

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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. 424043804 (el “Contrato 804”)<sup>1</sup>. 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 804. 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 804. 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 no realizó ningún pago a MWS y

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<sup>1</sup> Anteriormente, el Contrato 804 fue identificado inadvertidamente como el Contrato No. 424042804. La denominación correcta es el Contrato No. 424043804.

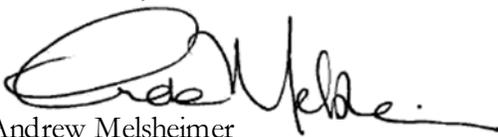
Bisell en virtud del Contrato 804, lo que les obligó a iniciar acciones legales, las cuales están pendientes de resolución desde hace casi cinco años.

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 804, 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

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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 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.424042804, celebrado con Pemex Explotación y Producción para la prestación de servicios a precio fijo (el "Contrato 804"). 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 804. 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 804 es resultado de la decisión de Pemex de adjudicar de forma directa a MWS y Bisell el derecho a prestar servicios de perforación a Pemex en áreas selectas. El 20 de marzo de 2013, Pemex celebró el Contrato 804 con MWS y Bisell. Bajo el Contrato 804, 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 \$22 millones de dólares y el monto máximo de trabajo fue de \$55 millones de dólares. Dichos trabajos debían dar inicio el 20 de marzo de 2012 terminando el 30 de septiembre de 2013. Las partes prorrogaron dos veces el plazo del contrato hasta el 31 de marzo de 2014. Pemex explicó que dichas prórrogas eran necesarias por la falta de fondos para solicitar los trabajos acordados en el contrato.

Bajo el Contrato 804, Pemex aseguró a MWS y Bisell que contaría con los recursos suficientes para solicitar y pagar el trabajo acordado a ser ejecutado. 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 \$22 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 al menos \$22 millones de dólares bajo el Contrato 804.

El 27 de agosto de 2013, Pemex emitió sus primeras órdenes de trabajo para que MWS y Bisell realizaran la perforación de dos pozos. MWS y Bisell dispusieron que el equipo y personal estuvieran en las ubicaciones de ambos pozos, siguiendo las instrucciones de Pemex. Sin embargo, el 2 de septiembre de 2013, Pemex notificó abruptamente a MWS y Bisell que ya no continuaría con la perforación los pozos, cancelando las órdenes de trabajo. Un mes después, en octubre de 2013, Pemex explicó el motivo por el cual canceló las órdenes de trabajo. Pemex anunció que la falta de recursos presupuestarios le obligaba a cesar todos los trabajos de ciertos contratos, incluyendo el Contrato 804.

Pemex nunca volvió a emitir otra orden de trabajo bajo el Contrato 804. En cambio, inicio el proceso para dar por terminado el contrato de forma anticipada a su fecha de terminación de Marzo de 2014. Como resultado, Pemex negó a MWS y Bisell el beneficio de su negociación.

En consecuencia, el 07 de diciembre de 2015, MWS y Bisell presentaron una demanda civil en un tribunal de distrito en Veracruz en contra de Pemex por el incumplimiento de sus obligaciones contractuales en virtud del Contrato 804. MWS y Bisell buscan la reparación de daños, incluyendo entre otras cosas, aproximadamente \$22 millones de dólares por el incumplimiento de la cantidad mínima de trabajo que Pemex acordó solicitar. Casi cinco años después, el tribunal Mexicano no ha emitido sentencia alguna.

México ha violado las protecciones de inversión de MWS y Bisell en virtud del 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 justicia. Aunque MWS y Bisell presentaron su demanda en diciembre de 2015 en relación con los daños sufridos por el incumplimiento de Pemex al Contrato 804, hasta la fecha, el tribunal Mexicano no ha dictado sentencia. Casi cinco años es un retraso indebido, y el tribunal Mexicano no ha impartido justicia con respecto de esta inversión de forma adecuada. En efecto, 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 inacción por parte del tribunal a 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 804. 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 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

Prize Permanent Holdings, LLC  
182 E. Edgewood Place

Fort Worth, Texas 76102

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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secretario@hacienda.gob.mx  
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**Dra. Luz María Zarza Delgado, Directora Jurídica de Petróleos Mexicanos y Titular de la Unidad de Transparencia**

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**Alberto Velázquez García, Director Corporativo de Finanzas, Petróleos Mexicanos**

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**Juan José Paullada Figueroa, Consejero Independiente de Petróleos Mexicanos**

juan.paulladaf@pemex.com  
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**Alfonso C. Romo Garza, Jefe de la Oficina de Presidencia**

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

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Col. Roma Norte, entre Plaza Villa Madrid y Monterrey  
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C.P. 06700, Ciudad de México, México

**Julio Scherer Ibarra, Consejero Jurídico de Ejecutivo Federal**

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**Lázaro Cardenas Batel, Coordinador de Asesores**

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30 de julio de 2020

Page 5

**Consejo de la Judicatura Federal**

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14 de agosto de 2020

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Secretaría de Economía  
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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.424042804, celebrado con Pemex Exploración y Producción para la prestación de servicios a precio fijo (el “Contrato 804”). 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 804. 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 804 es resultado de la decisión de Pemex de adjudicar de forma directa a MWS y Bisell el derecho a prestar servicios de perforación a Pemex en áreas selectas. El 20 de marzo de 2013, Pemex celebró el Contrato 804 con MWS y Bisell. Bajo el Contrato 804, 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 \$22 millones de dólares y el monto máximo de trabajo fue de \$55 millones de dólares. Dichos trabajos debían dar inicio el 20 de marzo de 2012 terminando el 30 de septiembre de 2013. Las partes prorrogaron dos veces el plazo del contrato hasta el 31 de marzo 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 804, 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 \$22 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 al menos \$22 millones de dólares bajo el Contrato 804.

El 27 de agosto de 2013, Pemex emitió sus primeras órdenes de trabajo para que MWS y Bisell realizaran la perforación de dos pozos. MWS y Bisell dispusieron que el equipo y personal estuvieran en las ubicaciones de ambos pozos, siguiendo las instrucciones de Pemex. Sin embargo, el 2 de septiembre de 2013, Pemex notificó abruptamente a MWS y Bisell que ya no continuaría con la perforación los pozos, cancelando las órdenes de trabajo. Un mes después, en octubre de 2013, Pemex explicó el motivo por el cual canceló las órdenes de trabajo. Pemex anunció que la falta de recursos presupuestarios le obligaba a cesar todos los trabajos de ciertos contratos, incluyendo el Contrato 804.

Pemex nunca volvió a emitir otra orden de trabajo bajo el Contrato 804. En cambio, inicio el proceso para dar por terminado el contrato de forma anticipada a su fecha de terminación de marzo de 2014. Como resultado, Pemex negó a MWS y Bisell el beneficio de su negociación.

En consecuencia, el 7 de diciembre de 2015, MWS y Bisell presentaron una demanda civil en contra de Pemex en un Tribunal de Distrito de Veracruz por el incumplimiento de sus obligaciones contractuales en virtud del Contrato 804. MWS y Bisell buscan la reparación de daños, incluyendo entre otras cosas, aproximadamente \$22 millones de dólares por el incumplimiento de la cantidad mínima de trabajo que Pemex acordó solicitar. Casi cinco años después, el Tribunal mexicano no ha emitido sentencia alguna.

México ha violado las protecciones de inversión de MWS y Bisell en virtud del 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 diciembre de 2015, en relación con los daños sufridos por el incumplimiento de las obligaciones contractuales de Pemex bajo el Contrato 804, hasta la fecha, el Tribunal mexicano no ha dictado sentencia. Casi 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 seis 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 804. 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 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.

Prize Permanent Holdings, LLC

14 de agosto de 2020

Page 3

1308 Lake St., Ste. 200  
Fort Worth, Texas 76102

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:

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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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**Lázaro Cardenas Batel, Coordinador de Asesores**

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14 de agosto de 2020

Page 5

**Consejo de la Judicatura Federal**

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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

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

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**

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Correo electrónico: [andrew.melsheimer@tklaw.com](mailto:andrew.melsheimer@tklaw.com)

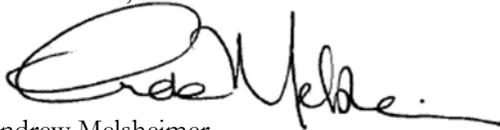
### **V. DISPOSICIONES PRESUNTAMENTE INCUMPLIDAS Y CUALQUIER OTRA DISPOSICIÓN APLICABLE**

Artículo 14.6 del Tratado entre México, Estados Unidos-Canadá (T-MEC).

### **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

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

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 **MWS Management, 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.

## **II. INVERSIONISTA CONTENDIENTE**

a) Nombre completo del inversionista contendiente:

MWS Management, 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:

MWS Management, Inc.  
1308 Lake St., Ste. 200  
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](mailto:andrew.melsheimer@tklaw.com)

### **V. DISPOSICIONES PRESUNTAMENTE INCUMPLIDAS Y CUALQUIER OTRA DISPOSICIÓN APLICABLE**

Artículo 14.6 del Tratado entre México, Estados Unidos-Canadá (T-MEC).

### **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

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MONTERREY

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

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 Anexo 14-D modificado por el Anexo 14-E del Tratado entre México, Estados Unidos y Canadá**

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

b) Prize Permanent Holdings, LLC es una 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:

Contrato No.424042804

14 de agosto de 2020

Página 2

Prize Permanent Holdings, LLC  
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 14.6 del Tratado entre México, Estados Unidos-Canadá (T-MEC).

### **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

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MONTERREY

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

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 Anexo 14-D modificado por el Anexo 14-E del Tratado entre México, Estados Unidos y Canadá**

Estimado Secretario,

Andrew Melsheimer, en representación de la sociedad **MWS Management, 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.

## II. INVERSIONISTA CONTENDIENTE

a) Nombre completo del inversionista contendiente:

MWS Management, Inc.

b) MWS Management, Inc. es una 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:

MWS Management, Inc.

Contrato No.424042804

14 de agosto de 2020

Página 2

1308 Lake St., Ste. 200  
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**

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Teléfono: +1.214.969.1305  
Correo electrónico: [andrew.melsheimer@tklaw.com](mailto:andrew.melsheimer@tklaw.com)

### **V. DISPOSICIONES PRESUNTAMENTE INCUMPLIDAS Y CUALQUIER OTRA DISPOSICIÓN APLICABLE**

Artículo 14.6 del Tratado entre México, Estados Unidos-Canadá (T-MEC).

### **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

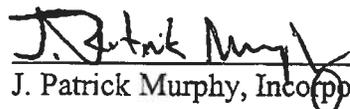
ARTICLE X

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

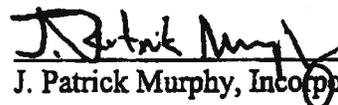
ARTICLE X

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](http://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 Wandsdorf</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

### 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:

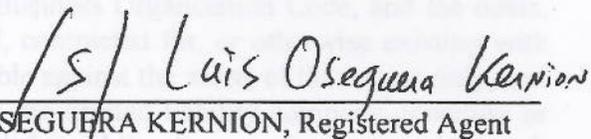
Physical Address:  
182 E. Edgewood Place  
San Antonio, Texas 78209

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.

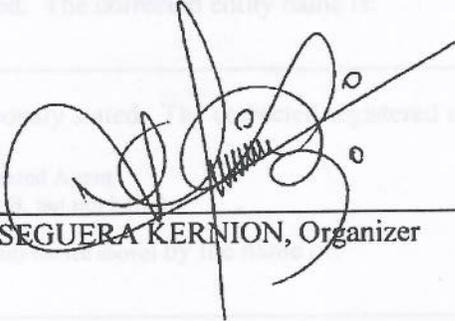
#### **B. Contracts with Interested Managers and Others.**

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.

James D. Finley  
President, MWS Management, Inc.



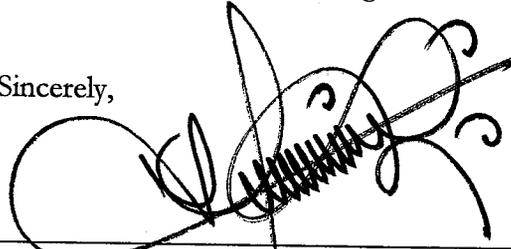
July 28, 2020

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