



GOBIERNO DE
MÉXICO



R-0009-ENG

Villahermosa, Tabasco, October 19, 2021

PEP-DG-SASEP-CSTPIR-2477-2021

Tabasco, 19 de Octubre de 2021

To: C. Raúl López Gallegos

Legal Representative of Drake-Finley, S. de R. L. de C.V., Finley
Resources, Inc, Drake-Mesa, S. de R.L. de C.V.

Address of the Superintendence of Construction

Street 2 No. 213, Col. Cazones, Poza Rica, Veracruz, Zip Code 93340

**Subject: Date and place for the elaboration and
formalization of the Finiquito Minute of Contract No.
421004821**

Engineer Ricardo Ortega Galindo, in my capacity as substitute of the Head of the Coordination of Land Services and Drilling and Intervention of Wells, which belongs to the Under directorate of Management of Exploration and Production Services of Pemex Exploration and Production, all this proved with the document of appointment PEP-DG-SASEP-1416-2021 of September 7, 2021, (certified copy attached), signed by the Under director of Management of Exploration and Production Services of Pemex Exploration and Production, in accordance with articles 128, 129, 130, and 131 of the Statute of Organization of Pemex Exploration and Production; thus I am authorized to act in all the national territory and to subscribe the present document on behalf of Pemex Exploration and Production (hereinafter PEP), in accordance with articles 1, 3, 40(i), 40(XXXI), 40(XLVI), and LIII, 42(I)(7)(e), 79(III), 121, 122, and 130 of the Statue of Organization of Pemex Exploration and Production, that was published on June 28, 2019, on the Official Journal of the Federation. Therefore, I communicate the following:

Regarding the contract **No.421004821** on “**Integral Services of Drilling and Termination of Land Wells in the North and South Regions of PEP**”, **Package 5**”, entered into Pemex Exploration and Production (PEP), and Drake Finley, S. de R. L. de C.V., Finley Resources, Inc. and Drake Mesa, S. de R.L. de C.V. (hereinafter “the Consortium or the Contractor”)

As you are aware, by official letter No. PEP-DG-SSE-759-2017 dated August 20, 2017, it was communicated the resolution of the administrative termination of the Non-exclusive Contract on Unit Prices No. 421004821.

The Consortium initiated the administrative contentious proceeding No. 20356/17-17-12-2 before the Federal Tribunal of Administrative Justice (TFJA), claiming the nullity of the termination of the contract. Once the proceeding was substantiated, on October 4, 2018, the High Court of the TFJA found that the contested resolution was valid, therefore, the causes behind the termination of the contract are plenty justified.

In disagreement with the previous resolution, the Consortium initiated an Amparo trial under the 14th Administrative Tribunal of the First Circuit, under file no. 74/2019, which was resolved on January 30, 2020, declaring the denial of the amparo to the Claimant (Contractor).

The Contractor initiated remedy proceedings against the previous resolution before the Supreme Court of Justice of México, under file no. 1685/2020. On March 17, 2020, the Supreme Court dismissed the claims of the Contractor because it did not meet the requirements of importance and transcendence, the resolution became final by certification agreement on May 28, 2021.



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POR EL RESCATE DE LA SOBERANÍA

In this context, in accordance with Clause 18 "Finiquito" of the Contract, the Contractor is required to attend on October 27, 2021, at 17:00, to a meeting at the address of the Meetings Room of the Multidisciplinary Group of Land Services and Drilling and Intervention of Wells related to Services of Intervention to the North Region Wells, that belongs to the Coordination of Land Services and Drilling and Intervention of Wells, located at the building referred as the former laboratory of paleontology, Pemex Field, Poza Rica, Veracruz, with the purpose of formalizing the **FINIQUITO** of Contract No. 421004821.

In the same manner, I inform you that, in accordance with the penultimate paragraph of Clause 18 "Finiquito", in case that you decide not to attend, PEP will proceed to execute the settlement unilaterally

Kind regards.