

Agreement Amending the "Payment and Billing Conditions"
and "Assignment of Collection Rights"
Contract No.421002821
Drake-Finley, S. de R.L. de C.V. /
Finley Resources, Inc. /
Drake-Mesa, S. de R.L. de C.V. (Joint Participation)

AGREEMENT AMENDING THE "PAYMENT AND BILLING CONDITIONS" AND "COLLECTION RIGHTS ASSIGNMENT" OF THE OPEN CONTRACT FOR WORKS AT UNIT PRICES No. 421004821, CONCLUDED BY "**PEMEX EXPLORACIÓN Y PRODUCCIÓN**", IN THE ONE SIDE, WHO WILL BE DENOMINATED "**PEP**" HEREIN REPRESENTED BY **THE ENGINEER ARTURO ALFREDO MUSALEM SOLÍS** LEGAL REPRESENTATIVE, AND, ON THE OTHER SIDE, **FINLEY RESOURCES, INC / DRAKE-MESA S. DE R.L. DE C.V.** (JOINT PROPOSAL) **THROUGH THE SPECIFIC PURPOSE COMPANY DRAKE-FINLEY, S. DE R.L. DE C.V.**, WHO WILL BE DENOMINATED "**CONTRACTOR**", ALL OF THEM HEREIN REPRESENTED BY **MR. RAÚL LÓPEZ GALLEGOS** IN HIS CHARACTER OF LEGAL REPRESENTATIVE, IN ACCORDANCE WITH THE FOLLOWING BACKGROUND, MOTIVES, STATEMENTS AND CLAUSES:

BACKGROUND

[...]

MOTIVES

To optimize **PEP's** financial resources through the amendment of the work payments conditions up to a term of 180 (one hundred and eighty) calendar days, including a mechanism of Direct Factoring with financial intermediaries, that allows the **CONTRACTOR** to choose other alternatives to obtain the necessary liquidity that guarantees the continuity in the performance of the Contract, independently from [...]

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Based on the Background, Motives and Statements established in this Amending Agreement, the parties agree on oblige themselves in accordance to the content of the following:

CLAUSES

FIRST.- The object of this Amending Agreement is to modify the number 6.3 named "Payment Conditions" of the 6th clause of the Contract named "REMUNERATION" and the 8th Clause named "ASSIGNMENT" in the part regarding to the Collection Rights Assignment, as well as to add the clause named "Registration and Compliance Evaluation of the Suppliers", in accordance to article 58, sections I, subsection a), of the Administrative Provisions of the Contract on Acquisitions, Leases, Works and Services of the Substantive Activities of Productive nature of Petróleos Mexicanos and Subsidiary Entities, as well as what it is established in the Clause named "AMENDMENTS TO THE CONTRACT", by the motives set forth in the Justification Dictum referred to in number 5 of the Background and Motives of this Amending Agreement, waiving the CONTRACTOR to charge the financial expenses derived from the amendment of the term for the payment of works which are object to the amended contract.

SECOND. - PEP and the **CONTRACTOR** agree to amend number 6.3 related to the "Payment Conditions" of the 6th clause of the Contract named "REMUNERATION" and the 8th Clause named "ASSIGNMENT" in the part related to the Collection Rights Assignment, so it will be as follows:

"CLAUSE 6.- REMUNERATION"

6.1 Advance payment

[...]

6.2 Method of payment

[...]

6.3 Payment Conditions

The Area Responsible of the Administration and Supervision of the Contract Performance will be responsible for authorizing the payments through its signature by means of the electronic documents vault of the COPADE (Payments and discounts codification), prior verification of performance of the works in terms of the Contract, which will be able to be supported in the certificate that demonstrates the work authorization.

*The signature in the electronic vault will allow the generation of an electronic notification to the **CONTRACTOR** so it can issue the corresponding electronic bill. [...]*

The **Contractor** will be notified through the Electronic Vault, so it can draft the corresponding bill and submit it through the single window, or through the Electronic Vault.

When the bill is issued by exception in paper, the **CONTRACTOR** shall submit the CFDI through the single window and submit to the COPADE, in paper or electronic, the payment authorization of the user area.

In any case, the time between the communication of rejection of a bill and the date in which the **CONTRACTOR** submits the amended version, will not be counted for effects of reprogramming the term established for the payment.

Once the bill is receipt the term to carry out the corresponding payment will start. The time between the rejection notification of a bill and date in which the **CONTRACTOR** submits the amended version, will not be counted for effects of reprogramming the term established for the payment. Once the bill is amended the counting of the aforementioned term will restart.

Drake-Finley, S. de R.L. de C.V. will submit the bills of each one of the payments derived from this Contract.

They payment of bills shall be made within **180 (one hundred and eighty)** calendar days after the authorization of the bill.

Once the payment of the **CONTRACTOR** is received, it will have **10 (ten)** calendar days to submit a claim regarding any aspect of it; once the term has elapsed and if no claim has been submitted, the payment will be considered as definitively accepted and the **CONTRACTOR** will free **PEP** of any obligation related to such payment.

The payments to the **CONTRACTOR** will be carried out through bank deposit in the account established by **PEP**. In case the **CONTRACTOR** changes the account during the validity of the Contract, which is not a consequence, or implies a collection rights assignment, it will be enough to communicate it to **PEP** through the single window.

The bills that have already been paid, will not be deemed as a plain acceptance of the works, since **PEP** expressly reserves the right to submit a claim for missing or poorly executed works and, if necessary, the payment in excess that has been made, if any.

In case of delay or breach in the payments by **PEP**, at the request of the **CONTRACTOR**, the former shall pay the financial expenses in accordance to a rate that will be the same as the one established by the Federal Law of Incomes, in the cases for extension of tax credit payment. Such payments will start to be generated when the parties define the amount to be paid and it will be calculated on the non-paid sums, which shall be counted in calendar days since the date they are determined and until the date in which the sums are effectively delivered to the **CONTRACTOR**.

In case that there are payments in excess received by the **CONTRACTOR**, it will have to return the sums in excess, plus the corresponding interest in accordance to the rate [...]