



**Pemex Exploración y Producción**  
**Sub-directorate of Administration of Services for Exploration and Production**  
**Coordination of Land Services and of Well Drilling and Interventions**

---

**CONTRACT No. 421004821 SETTLEMENT**  
**CONCLUDED BETWEEN PEMEX EXPLORACIÓN Y PRODUCCIÓN AND**  
**DRAKE-FINLEY, S. DE R.L. DE C.V., FINLEY RESOURCES, INC. AND DRAKE-MESA, S.**  
**DE R.L. DE C.V. (JOINT PROPOSAL)**

IN THE CITY OF VILLAHERMOSA, TABASCO, AT 12:00 HOURS ON NOVEMBER 10, 2021, A MEETING IS HELD IN THE ADDRESS LOCATED IN THE PASEO TABASCO AVENUE, NUMBER 1203, ENTERPRISE TOWER, 16<sup>TH</sup> FLOOR, LINDAVISTA, ZIP CODE 86050, IN VILLAHERMOSA CITY, MEXICO, STATED IN THE NUMBER 1.7 OF THE SECTION STATEMENTS OF THE CONTRACT, SPECIFICALLY IN THE BOARDROOM OF THE COORDINATION OF LAND SERVICES AND OF WELL DRILLING AND INTERVENTIONS, IN ACCORDANCE TO WHAT IS ESTABLISHED IN THE ARTICLE 66 OF THE LAW OF PETRÓLEOS MEXICANOS RULINGS, ARTICLE 76 OF THE PROCUREMENT ADMINISTRATIVE PROVISIONS ON MATTERS OF ACQUISITIONS, LEASES, WORKS AND SERVICES OF THE SUBSTANTIVE ACTIVITIES OF PRODUCTIVE NATURE OF PETRÓLEOS MEXICANOS AND SUBSIDIARY ORGANISMS, AS WELL AS THE CLAUSE 18 SETTLEMENT, OF THE CONTRACT, ATTENDING THE FOLLOWING PEOPLE WHOSE NAMES AND CHARACTER ARE MENTIONED NEXT: [...]





**Pemex Exploración y Producción  
Sub-directorate of Administration of Services for Exploration and Production  
Coordination of Land Services and of Well Drilling and Interventions**

---

**CONTRACT No. 421004821 SETTLEMENT  
CONCLUDED BETWEEN PEMEX EXPLORACIÓN Y PRODUCCIÓN AND  
DRAKE-FINLEY, S. DE R.L. DE C.V., FINLEY RESOURCES, INC. AND DRAKE-MESA, S.  
DE R.L. DE C.V. (JOINT PROPOSAL)**

---

**BACKGROUND:**

1.- THE CONTRACT was awarded by International Public Tender TLC number 18575088-542-13, in accordance to article 134 of the Political Constitution of the United Mexican States, in the Chapters of Governmental Procurement of the Free Trade Agreements signed by Mexico, articles 51, 54 and 55 of the Law of Petróleos Mexicanos, 50 section 1, 53 section 11, 54 and 58 of its Rulings; 3 and 14 to 22, 24, 30, 32 to 37 of the Procurement Administrative Provisions



**Pemex Exploración y Producción  
Sub-directorate of Administration of Services for Exploration and Production  
Coordination of Land Services and of Well Drilling and Interventions**

---

**CONTRACT No. 421004821 SETTLEMENT  
CONCLUDED BETWEEN PEMEX EXPLORACIÓN Y PRODUCCIÓN AND  
DRAKE-FINLEY, S. DE R.L. DE C.V., FINLEY RESOURCES, INC. AND DRAKE-MESA, S.  
DE R.L. DE C.V. (JOINT PROPOSAL)**

---

on Matters of Acquisitions, Leases, Works and Services of the Substantive Activities of Productive Nature of Petróleos Mexicanos and Subsidiary Organisms; whose ruling was published on February 12, 2014.

2.- Due to the foregoing, on February 28, 2014, the CONTRACT was concluded, between PEP and the contractor, whose object is described in clause 2 "OBJECT OF THE CONTRACT" and that consisted of the "Comprehensive works of drilling and completion of land wells in the North and South Regions of PEP", Package 5, with an amount \$168,911,201.10 USD (ONE HUNDRED SIXTY-EIGHT MILLION NINE HUNDRED ELEVEN THOUSAND TWO HUNDRED ONE DOLLARS 10/100 USD), not including VAT, as a maximum amount homologated to dollars of \$418,303,621.55 (FOUR HUNDRED EIGHTEEN MILLION THREE HUNDRED THREE THOUSAND SIX HUNDRED TWENTY ONE DOLLARS 55/100 USD).

3.- Derived from the fact that the Contractor failed to comply with its contractual obligations, agreed in the CONTRACT, PEP administratively rescinded the agreement, which was communicated to the contractor, by means of official letter PEP-DGSSE-679-2017 dated July 31, 2017.

4.- Once the corresponding procedure has been substantiated, by means of official letter PEP-DG-SSE-759-2017 of August 28 of 2017, the contractor is informed of the decision to administratively rescind the CONTRACT.

5.- Dissatisfied with the previous resolution, which declared the administrative termination of the CONTRACT, the contractor filed against PEP the annulment of the official letter PEP-DG-SSE-759-2017 of August 28, 2017, which terminated the contract, lawsuit that was filed under file number 20356/17-17-12-2, before the Twelfth Metropolitan Regional Chamber of the Federal Court of Administrative Justice.

6.- Within its statement of claim, the Contractor requested the implementation of precautionary measures, which were granted definitively, on October 2, 2017, being granted for the purpose of suspend the elaboration of the settlement of said CONTRACT, which had as a consequence the suspension of the notifications in the offices of the Residence of Contracts Tertiary Oil of the Gulf set for September 18, 2017, while it was resolved in trial No. 20356/17-17-12-2.

7.- In session dated October 4, 2018, the First Section of the Superior Chamber of the Federal Court of Justice, resolved the Contentious-Administrative Litigation No. 20356/17-17-12-2, in favor of the PEP, by declaring the validity of the resolution, contained in the official letter PEP-DG-SSE-759-2017 of August 28, 2017, which rescinded the CONTRACT.

8.- Dissatisfied with the previous determination, the contractor filed a direct amparo lawsuit, registered as No. 74/2019, under the index of the Fourteenth Collegiate Court in Administrative Matters of the First Circuit.

9.- On January 30, 2020, the Fourteenth Administrative Collegiate Court of the First Circuit, resolves the direct amparo trial 74/2019, determining to deny the requested amparo, consequently confirming the judgment of October 4, 2018, issued by the First Section of the Superior Chamber of the Federal Court of Administrative Justice.

10.- Against the judgment stated in the preceding paragraphs, the plaintiff filed an appeal review before the Supreme Court of Justice of the Nation, under file number 1685/2020, in which, by means of a document dated March 17, 2020, said appeal for review was dismissed, since



**Pemex Exploración y Producción**  
**Sub-directorate of Administration of Services for Exploration and Production**  
**Coordination of Land Services and of Well Drilling and Interventions**

---

**CONTRACT No. 421004821 SETTLEMENT**  
**CONCLUDED BETWEEN PEMEX EXPLORACIÓN Y PRODUCCIÓN AND**  
**DRAKE-FINLEY, S. DE R.L. DE C.V., FINLEY RESOURCES, INC. AND DRAKE-MESA, S.**  
**DE R.L. DE C.V. (JOINT PROPOSAL)**

---

it did not comply with the requirements and transcendence for its origin, a determination that remained firm according to certification agreement of May 28, 2021.

For this reason, we proceed to the preparation and formalization of this Settlement of Contract No. 421004821, since that Contentious-Administrative Litigation No. 20356/17-17-12-2 was definitively resolved.

11.- Through Public Notaries, the addresses indicated by the Contractor appeared, the first on conventional address indicated in numeral 2.4 of the CONTRACTOR DECLARATIONS section, of the Contract, and the second at the address of the Construction Superintendent communicated through the communication Drake-Finley-424004821-015-2015 dated February 6, 2015. The above to inform the date and time of formalization of the Settlement of Contract 421004821, scheduled to take place on October 27, 2021 at 5:00 p.m., as stated in Official Communications PEP-DG-SASEP-CSTPIP-2442-2021 dated October 18, 2021 and official communication PEP-DG-SASEP-CSTPIP-2477-2021 dated October 19, 2021, resulting in not being able to locate the legal and common representative, since an abandoned house was found at the conventional address and in the address of the construction superintendent is the domicile of an individual that has nothing to do with the Contractor.

The foregoing is recorded in the Circumstantial Minutes of September 27, 2021 drafted at that time; in said document, it was stated that in order not to violate the Contractor's human rights, a new notification to appear at the Act of Settlement of the Contract would be done, notification to be carried out in the procedural addresses indicated by the Contractor in the Contentious Administrative Trial number 20356/17-17-12-2 and the Ordinary Civil Trial number 200/2016, filed against PEP in relation to the benefits of such Contract. In this context, it is not in the assumption that his address is unknown, that the Contractor has disappeared, or the address is ignored, since in the trial there is identity of the parties and they are related to the Contract itself, especially since the Contract is in force, since the last paragraph of clause 18 of the Contract, establishes that the validity of the Contract will end until the Settlement is formalized or, in the event that balances result from this in favor of any of the Parties, up to the date on which the corresponding amounts are paid.

It is worth mentioning that in clause 19 "Communications between the Parties" of the Contract, it is established that the parties undertake to communicate in writing all information generated by the execution of the contract, including the conventional change of address designated in the Declarations Section of the Contract, for each of the Parties; in that sense, if the Contractor does not appear at the act of Settlement of the Contract, it is to its entire detriment, since contractually it is an obligation to notify the change of conventional address indicated in the Declarations section of the Contract.

It was also noted that the next summons to the Contractor to carry out the Settlement of the Contract, will be notified to attend in PEP's Conventional address, established in number 1.7 of the Declarations chapter, of the Contract, to attend on November 10, 2021, at 12:00 p.m.

The purpose of this act is to carry out the Settlement of Contract No. 412004821 whose data is listed below:

