

PLAINTIFF: DRAKE-FINLEY S. DE R.L. DE C.V.,

FINLEY RESOURCES INC and

DRAKE-MESA S. de R.L. de C.V.

MATTER: LAWSUIT

TRIAL: ADMINISTRATIVE CONTENCIOUS FEDERAL LAWSUIT

[...]

2. The effects and legal consequences of such resolution, is to terminate the contract 421004821 based on the alleged breach by Drake the company I represent to and to prevent us from continuing to participate in contracts with the Federal Public Administration, in addition that it affects our commercial image with our clients and subcontractors at a national level and international.

3. On the other hand, the absence of the granting of the precautionary measure would lead us to face a Settlement Procedure for Contract 421004821, which will begin next Monday September 18, 2017 at 12:00 p.m. at the Work Residence of Tertiary Oil Contract of the Gulf, without having been allowed to fight according to law the alleged non-compliances argued by PEP nor having an actual a result of the Federal Civil Ordinary Judgment 200/2017 filed before the Eighth District Court in Civil Matters in the Federal District.

D) STATEMENT OF REASONS FOR WHICH THE PRECAUTIONARY MEASURE IS REQUESTED

Considering all of the above, I request, based on articles 24, and 28, fractions I, II and III, of the Federal Law of Administrative Procedure, decree the suspension of the execution of the resolution contained in the official letter No. PEP-DG-SSE-759-2017 dated August 28, 2017, in order for things to remain in the state in that are found, that is, that the issuance of the Administrative Rescission of Contract 421004821 is not considered consented, as well as to suspend the elaboration of the settlement of the contract and consequently the summons is suspended in the offices of the Work Residence of Tertiary Oil Contract of the Gulf next Monday, September 18, 2017 at 12:00 hours, until the requested suspension is resolved definitively and consequently the this federal administrative contentious trial, the foregoing, considering that it is not affected the social interest, nor are provisions of public order contravened, in addition to the fact that it could cause my represented damages of impossible reparation and damages with the execution of the act claimed, when causing the following damages:

A) Affect the commercial image of the company with our clients at a national level and internationally and even with our subcontractors.

B) Prevent us from contracting with the Federal Public Administration, based on assumptions breaches.

C) Facing a Termination Procedure of the Contract, without being the alleged breaches have been accredited.

Based on all of the foregoing, it is worth pointing out to that Ordinary Metropolitan Regional Courtroom that this Provisional Suspension is determined and, in due course, the Definitive Suspension is so determined, given that the reasons for our request have been justified.