

**FINLEY RESOURCES, INC
DRAKE-MESA, S. DE R.L. DE C.V. AND
DRAKE-FINLEY S. DE R.L. DE C.V.
v.**

**PEMEX EXPLORACIÓN Y PRODUCCIÓN
TRIAL: ORDINARY CIVIL FEDERAL TRIAL
LAWSUIT**

[...]

In this sense, through this document it is agreed that the company Drake-Finley, S. de R.L. de C.V., will be the one in charge of presenting the estimations, the bills of everyone and each one of the payments derived from the contract, to charge for the works carried out under the contract No. 421004821, as well as to carry out each one of the common acts of administration and representation in the contract.

Likewise, I state that the address to hear and receive all kinds of notifications is the one located in the Puente de San Francisco street, No. 53, Barrio Cuadrante de San Francisco, Coyoacán, Zip Code 04230, in Mexico City.

Similarly, we require to be authorized to use the electronic mobile devices, in accordance to the Communication 12/2009, of March 18, 2009, issued by the Executive Secretary of the Full Council of the Federal Judiciary.

Authorizing to hear and receive all kinds of notifications, documents, securities, the use of electronic means, as well as to attend Hearings and stand before decisions, to the Attorneys at Law Cristina Vizcaíno Díaz, José Alejandro Jiménez Chaires, César Herrera García and Mario Alejandro Solís Sisniega, and for the same effects to the Law students Karla Lisset Sierra Vizcaíno, Adriana Viridiana Fuentes Valencia, Susana Campos Mérida, Raúl Ramírez González and Erick Velázquez Hernández before your Honor, with all due respect, hereby set out:

That by means of this writ, and in accordance to what is established in articles 322, 323 and 324 of the Federal Code of Civil Procedures and 1792, 1793, 1794, 1803 and 1851 of the Federal Civil Code. I come to sue in the FEDERAL CIVIL ORDINARY WAY to PEMEX EXPLORACIÓN Y PRODUCCIÓN (hereinafter PEP and/or defendant and/or the parastatal company), whose address to be served is the one located in the Paseo Tabasco Avenue, number 1203, Enterprise Tower, 16th floor, Lindavista, Zip Code 86050, in Villahermosa City, Mexico.

The above for the payment and compliance with the following:

BENEFITS

1.- In contractual compliance for the difference in the minimum sum that amounts to \$120'856,548.84 USD (One hundred twenty million eight hundred fifty-six thousand, five hundred forty-eight American dollars 84/100 USD), to which PEP was obliged, in accordance to the clause 5 of contract No. 421004821, since it was due to causes attributable to the defendant it was not possible to exercise the minimum amount to which it was obliged and consequently the actualization of the original costs of the works so it can be adjusted to the real conditions.

2.- The payment of Non-recoverable expenses derived from the suspension of works that took place during the validity of the contract, in accordance to what is established in the clause 17 of the Contract No. 421004821, before the lack of budgetary sufficiency. The above with respect to the following terms:

a) It is required the payment of the sum determined as non-recovered expenses corresponding to 108 days in suspension of the working order 012-2014 of October 28, 2014, from 14 to 19 November, 2014, and from November 20 to March 1, 2015, in attention to the arguments and elements of evidence that are submitted in the lawsuit. Accounting to be determined in Incident of Execution of Sentence.

b) It is required the payment that is determined as non-recovered expenses corresponding to 98 days in the Suspension of the working order No. 023/2015 of July 20, 2015, from August 8 to November 2, 2015, in attention to the arguments and elements of evidence that are submitted in the lawsuit. Accounting to be determined in Incident of Execution of Sentence.

c) It is required the payment that is determined as non-recovered expenses corresponding to 105 days in the Suspension of the working order No. 027-2015 of December 24, 2015, from January 16, 2016 to April 26, 2016, in attention to the arguments and elements of evidence that are submitted in the lawsuit. Accounting to be determined in Incident of Execution of Sentence.

3.- The payment and recognition of the financial expenses, in accordance to clause 5 of the Contract No. 421004821, derived from the lack of payment of the pretensions 1 and 2 as well as the diverse non-paid estimations in the times provided for in the contract and its actualization up to the moment when the sums owed to the company I represent to, are effectively paid, accounting to be determined in Incident of Execution of Sentence.

4.- Due to non-compliance with the obligations of the contract, it is worth mentioning that the company I represent to had endless damages to his patrimony, since it has had it will be (sic) forced to face future lawsuits and some others that have already been presented by various providers, which allow me to refer to the following:

- a. In relation to the company CALFRAC DE MÉXICO, S.A. DE C.V.; I let you know that, due to the execution of the works provided for in the contract, the company I represent to had to subcontract diverse works of hydraulic fracture and in order to pay [...]