

R-0062-ENG

CONSTRUBUFETE JURÍDICO S.C.

Consultoría • Capacitación • Litigio

FILE NUMBER _____
BISELL CONSTRUCCIONES E
INGENIERIA S.A. DE C.V. and
MANAGEMENT INC.
VS.
PEMEX EXPLORACION Y
PRODUCCION
FEDERAL CIVIL ORDINARY
BEGINNING

CITIZEN DISTRICT JUDGE ON DUTY IN POZA RICA DE HIDALGO
OF THE STATE OF VERACRUZ.

RAUL LOPEZ GALLEGOS in my capacity as legal representative of the companies BISELL CONSTRUCCIONES INGENIERIA S.A. DE C.V. and MWS MANAGEMENT INC. Personality that I accredit in terms of the notarial instruments attached to this lawsuit, indicating the first of them as the common representative and indicating the optional address to hear and receive notifications located at Street Mariano Arista 309, second floor, office 203, Colonia Tajín, in Poza Rica, Veracruz, C.P. 3330, authorizing in broad terms and with the accumulation of powers granted by law to LICENSEES MONTSERRAT CRUZ MONROY, AUSTINO ORTEGA HERNANDEZ, JAVIER LUNA ROMERO, JULIO CESAR MATA HERNANDEZ, FRANCISCO JAVIER MARTINEZ MATA, MARIA DEL CARMEN LUCIA MATA HERNANDEZ AND/OR FERNANDO SUAREZ DIEGO, as well as Mr. OSCAR MATA HERNANDEZ before you with all due respect I appear and state:

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ACTION

That by means of this document I come to promote ORDINARY CIVIL TRIAL for payment of obligations derived from contract number 424042803 and its settlement between my principals BISELL CONSTRUCCIONES E INGENIERIA S.A. DE C.V. and MWS GEMENT INC. (hereinafter referred to as THE CONTRACTORS) and PEMEX EXPLORACION Y PRODUCCION, hereinafter referred to as PE "X, defendant body and for this purpose I indicate as the domicile for its legal location the one located in the Administrative Building, Ground Floor, Colonia Herradura, inside Campo PEMEX, Zip Code 93370, Poza Rica de Hidalgo, Veracruz, Mexico, to whom I claim the following:

BENEFITS

- A)** The payment to my principal of the amount of \$13,736,540.15 USD (THIRTEEN MILLION SEVEN HUNDRED AND THIRTY-SIX THOUSAND FIVE HUNDRED AND FORTY US DOLLARS 15/100 USD) PLUS VALUE ADDED TAX for direct expenses agreed at daily cost in the litigation contract regarding the equipment that was available and in optimal conditions to execute work orders since November 2013 (see specific dates in 2014 graph, same that were not used by direct responsibility of PEMEX by virtue of not giving work orders to exhaust the total amount of the contract, this is due to the omission in the delivery of work orders and the consequent loss of productivity of my represented, right that remained saved in the settlement of the contract and that are asserted in this way.

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- B)** The payment to my client of the amount of \$1,713,286.30 (ONE MILLION SEVEN HUNDRED THIRTEEN THOUSAND TWO HUNDRED EIGHTY-SIX US DOLLARS 32/100 USD) PLUS VALUE ADDED TAX for direct personnel expenses per month that were generated by loss of productivity during the period from November 2013 (see specific dates in graph 1) to June 30, 2014 by virtue of not issuing work orders to exhaust the total amount of the contract, a right that was saved in the settlement of the contract and that was asserts in this way.
- C)** The payment to my principal of the amount of \$2,418,761.64 USD (TWO MILLION FOUR HUNDRED EIGHTEEN THOUSAND SEVEN HUNDRED SIXTY-ONE US DOLLARS 64/100 USD) PLUS VALUE ADDED TAX for concept of indirect, described on page 2 of annex G-1 of the basal contract, as "WORK INDIRECT" corresponding to the amount not exercised for reasons attributable to the defendant, which were generated simply by waiting for work orders for part of the defendant during the period from November 2013 (see specific dates in graph 1) to June 30, 2014. It is clarified that these indirect expenses only correspond to the amount not exercised of the contract because the corresponding amounts paid were already covered by my represented.
- D)** The payment to my principal of the amount of \$2,576,286.28 USD (TWO MILLION FIVE HUNDRED SEVENTY-SIX THOUSAND TWO HUNDRED EIGHTY-SIX US DOLLARS 28/100 USD) PLUS

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VALUE ADDED TAX for Profit agreed on page 2 of annex G- 1 of basal contract as "CONTRACT PROFIT" corresponding to the amount not exercised for reasons attributable to the defendant, which are generated despite the loss of productivity.

- E)** The payment to my client of the amount of 146,335.08 USD (ONE HUNDRED FORTY SIX THOUSAND THREE HUNDRED THIRTY-FIVE US DOLLARS 08/100 USD) PLUS VALUE ADDED TAX for the concept of financing cost agreed on page 3 of annex G -1 of the basal contract as "WORK FINANCING corresponding to the amount not exercised for reasons attributable to the defendant. These are generated despite the loss of productivity. These were generated simply by waiting on work orders by the demanded during the period from November 1, 2013 (see specific dates in graph 1) to June 30, 2014.
- F)** The payment to my principal of the amount of 237,062.06 USD (TWO HUNDRED THIRTY-SEVEN THOUSAND SIXTY-TWO US DOLLARS 06/100 USD) PLUS VALUE ADDED TAX for the cost of Additional Charges agreed on page 3 of annex G- 1 of the basal contract as "ADDITIONAL CHARGES" corresponding to the amount not exercised for reasons attributable to the defendant. These are generated despite the loss of productivity. These were generated simply by waiting for work orders from the demanded during the period from November 2013 (see specific dates in graph 1) to June 30, 2014.

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- G)** The payment of the legal interest of all the previous concepts for non-payment of the amount described, which must be calculated from November 2013 (see graph 1) until the day of payment of the amounts indicated in subparagraphs A), B), C), D), E) and F) above.
- H)** The payment of compensation for damages caused to my client by the defendant, which must be quantified in the judgment taking into account the amount of property damage inflicted on my client for not having paid the amount of damage patrimonial inflicted on my client for not having paid the total amount of the contract which would be invested directly in the commercial operations of the companies BISELL CONSTRUCCIONES E INGENIERIA S.A. DE C.V. and MWS MANAGEMENT INC.
- I)** The payment of compensation for non-material damage caused to my client for causes directly attributable to the defendant, an amount that your honor must set in the judgment.
- J)** The payment of expenses and costs that originate from the processing of this lawsuit.
- K)** The updating of all the values described in the preceding paragraphs until the moment the final judgment issued in favor of my command becomes effective.