Petróleos Mexicanos

U.S. $1,454,967,000 3.500% Notes due 2020 (ISIN No. US71654QBU58)
U.S. $997,333,000 4.250% Notes due 2025 (ISIN No. US71654QBV32)
U.S. $1,486,725,000 4.500% Notes due 2026 (ISIN No. US71654QBW15)
U.S. $1,504,855,000 5.50% Bonds due 2044 (ISIN No. US71654QBE17)
U.S. $2,992,861,000 5.625% Bonds due 2046 (ISIN No. US71654QBX97)

unconditionally guaranteed by

Pemex Exploration and Production
Pemex Industrial Transformation
Pemex Drilling and Services
Pemex Logistics
Pemex Cogeneration and Services

The payment of principal of and interest on the U.S. $1,454,967,000 3.500% Notes due 2020 (the "2020 new securities"), U.S. $997,333,000 4.250% Notes due 2025 (the "2025 new securities"), U.S. $1,486,725,000 4.500% Notes due 2026 (the "2026 new securities"), U.S. $1,499,855,000 5.50% Bonds due 2044 (the "2044 exchange offer securities"), which are fully fungible with (i) the U.S. $5,000,000 principal amount of the 5.50% Bonds due 2044 that we issued pursuant to our 3(a)(9) Exchange Offer (the "2044 3(a)(9) securities" and, together with the 2044 exchange offer securities, the "2044 new securities") and (ii) the U.S. $2,745,000,000 principal amount of our outstanding 5.50% Bonds due 2044 that we issued pursuant to the exchange offers that we completed in July 2012, July 2013 and February 2014, and the U.S. $2,992,861,000 5.625% Bonds due 2046 (the "2046 new securities," and, together with the 2020 new securities, the 2025 new securities, the 2026 new securities and the 2044 new securities, the "new securities") will be unconditionally and irrevocably guaranteed jointly and severally by *Pemex Exploración y Producción*, *Pemex Transformación Industrial*, *Pemex Perforación y Servicios*, *Pemex Logística* and *Pemex Cogeneración y Servicios* (each a "guarantor" and, collectively, the "guarantors"), each of which is a productive state-owned entity of the Federal Government (the "Mexican Government") of the United Mexican States ("Mexico"). The new securities are not obligations of, or guaranteed by, the Mexican Government. The new securities are subject to redemption prior to maturity, as described under "Description of the Securities—Tax Redemption" and "—Redemption of the Securities at the Option of the Issuer."

U.S. $1,454,967,000 principal amount of the 2020 new securities, U.S. $997,333,000 principal amount of the 2025 new securities, U.S. $1,486,725,000 principal amount of the 2026 new securities, U.S. $1,504,855,000 principal amount of the 2044 new securities and U.S. $2,992,861,000 principal amount of the 2046 new securities were issued by Petróleos Mexicanos (the "issuer" and, together with the guarantors and their consolidated subsidiaries, "PEMEX"), a productive state-owned company of the Mexican Government, on March 28, 2016 pursuant to exchange offers (the "Exchange Offers") commenced by the issuer on February 22, 2016 that expired on March 22, 2016.

The issuer will pay interest on the 2020 new securities on January 23 and July 23 of each year. The first interest payment on the 2020 new securities on July 23, 2016 included interest accrued from January 23, 2016. The 2020 new securities will mature on July 23, 2020.

The issuer will pay interest on the 2025 new securities on January 15 and July 15 of each year. The first interest payment on the 2025 new securities on July 15, 2016 included interest accrued from January 15, 2016. The 2025 new securities will mature on January 15, 2025.

The issuer will pay interest on the 2026 new securities on January 23 and July 23 of each year. The first interest payment on the 2026 new securities on July 23, 2016 included interest accrued from January 23, 2016. The 2026 new securities will mature on January 23, 2026.

The issuer will pay interest on the 2044 new securities on June 27 and December 27 of each year. The first interest payment on the 2044 new securities on June 27, 2016 included interest accrued from December 27, 2015. The 2044 new securities will mature on June 27, 2044.

The issuer will pay interest on the 2046 new securities on January 23 and July 23 of each year. The first interest payment on the 2046 new securities on July 23, 2016 included interest accrued from January 23, 2016. The 2045 new securities will mature on January 23, 2046.

The securities will contain provisions regarding acceleration and future modifications to their terms that differ from those applicable to certain of the issuer and the guarantors' other outstanding public external indebtedness issued prior to October 2004. Under these provisions, in certain circumstances, the issuer may amend the payment and certain other provisions of the securities with the consent of the holders of 75% of the aggregate principal amount of the securities.

Investing in the new securities involves certain risks. See "Risk Factors" beginning on page 10.

Application has been made to list the new securities on the Luxembourg Stock Exchange and for admission of the new securities for trading on the Euro MTF market. This Listing Memorandum constitutes a "prospectus" for the purposes of Part IV of the Luxembourg Act dated 10 July 2005 on prospectuses for securities, as amended, and may be used only for the purposes for which it has been published.

Neither the U.S. Securities and Exchange Commission (the SEC) nor any state securities commission in the United States of America (the United States) has approved or disapproved the new securities to be distributed in the Exchange Offers, nor have they determined that this prospectus is truthful and complete. Any representation to the contrary is a criminal offense.

October 24, 2016

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Terms such as "we," "us" and "our" generally refer to Petróleos Mexicanos and its consolidated subsidiaries, unless the context otherwise requires.

The information contained in this Listing Memorandum is the exclusive responsibility of the issuer and the guarantors and has not been reviewed or authorized by the *Comisión Nacional Bancaria y de Valores* (National Banking and Securities Commission of Mexico, or the "CNBV"). Petróleos Mexicanos filed notices in respect of the offerings of the new securities with the CNBV at the time the old securities (as defined in "Summary—Description of the New Securities—Securities listed" below) of each series were issued. Such notices are a requirement under the *Ley del Mercado de Valores* (the Securities Market Law) in connection with an offering of both the old securities and the new securities outside of Mexico by a Mexican issuer. Such notice is solely for information purposes and does not imply any certification as to the investment quality of the new securities, the solvency of the issuer or the guarantors or the accuracy or completeness of the information contained in this Listing Memorandum. The new securities have not been and will not be registered in the *Registro Nacional de Valores* (National Securities Registry), maintained by the CNBV, and may not be offered or sold publicly in Mexico. Furthermore, the new securities may not be offered or sold in Mexico, except through a private placement made to institutional or qualified investors conducted in accordance with Article 8 of the Securities Market Law.

This Listing Memorandum constitutes a "prospectus" for the purposes of Part IV of the Luxembourg Act dated 10 July 2005 on prospectuses for securities, as amended, and may be used only for the purposes for which it has been published.

You should rely only on the information provided in this Listing Memorandum. We have authorized no one to provide you with different information. You should not assume that the information in this Listing Memorandum is accurate as of any date other than the date on the front of the document.

AVAILABLE INFORMATION

We have filed a registration statement with the SEC on Form F-4 covering the new securities. This Listing Memorandum does not contain all of the information included in the registration statement. Any statement made in this Listing Memorandum concerning the contents of any contract, agreement or other document is not necessarily complete. If we have filed any of those contracts, agreements or other documents as an exhibit to the registration statement, you should read the exhibit for a more complete understanding of the document or matter involved. Each statement regarding a contract, agreement or other document is qualified in its entirety by reference to the actual document.

The SEC allows Petróleos Mexicanos to "incorporate by reference" information it files with the SEC, which means that Petróleos Mexicanos can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part of this Listing Memorandum, and later information filed with the SEC will update and supersede this information. The following documents filed by the issuer with the SEC are incorporated by reference into this Listing Memorandum and are available for viewing at the website of the Luxembourg Stock Exchange at http://www.bourse.lu:

- Petróleos Mexicanos' annual report on Form 20-F for the year ended December 31, 2015, filed with the SEC on Form 20-F on May 16, 2016 (the "Form 20-F");

- Petróleos Mexicanos' report relating to certain recent developments and our unaudited condensed consolidated results as of and for the three and six-month

periods ended June 30, 2016, which was furnished to the SEC on Form 6-K on September 13, 2016 (the "September 6-K");

- an indenture, dated as of January 27, 2009, between Petróleos Mexicanos and Deutsche Bank Trust Company Americas, as trustee (the "trustee"), as supplemented by (i) the First Supplemental Indenture, dated as of June 2, 2009, among the issuer, the trustee and Deutsche Bank AG, London Branch as International Paying Agent, (ii) the Second Supplemental Indenture, dated as of October 13, 2009, among the issuer, the trustee, Credit Suisse AG, as Principal Swiss Paying Agent and Authenticating Agent, and BNP Paribas (Suisse) S.A., as Swiss Paying Agent, (iii) the Third Supplemental Indenture, dated as of April 10, 2012, among the issuer, the trustee and Credit Suisse AG, as Swiss Paying Agent and Authenticating Agent, (iv) the Fourth Supplemental Indenture, dated as of June 24, 2014, between the issuer and the trustee, (v) the Fifth Supplemental Indenture, dated as of October 15, 2014, between the issuer and the trustee, (vi) the Sixth Supplemental Indenture dated as of December 8, 2015, between the issuer and the trustee and (vii) the Seventh Supplemental Indenture dated as of June 14, 2016, between the issuer and the trustee (as supplemented, the "indenture");

- the forms of the new securities of each series; and

- all reports on Form 6-K that are designated in such reports as being incorporated into this Listing Memorandum, filed with the SEC pursuant to Section 13(a), 13(c) or 15(d) of the U.S. Securities Exchange Act of 1934, as amended, and made available for viewing at the website of the Luxembourg Stock Exchange at http://www.bourse.lu after the date of this Listing Memorandum.

The information incorporated by reference is considered to be part of this Listing Memorandum. You may read and copy the documents incorporated by reference at the SEC's public reference room in Washington, D.C. You can request copies of these documents, upon payment of a duplicating fee, by writing to the SEC's Public Reference Section at Judiciary Plaza, 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference rooms. In addition, these documents are available to the public over the Internet at the SEC's website at http://www.sec.gov under the name "Mexican Petroleum."

You may request a copy of any document that is incorporated by reference in this Listing Memorandum, at no cost, by writing or telephoning Petróleos Mexicanos at: Gerencia Jurídica Financiera, Avenida Marina Nacional No. 329, Colonia Verónica Anzures, 11300 Ciudad de México, México, telephone (52-55) 5262-1527.

You may also obtain copies of these documents free of charge at the offices of the Luxembourg listing agent, KBL European Private Bankers S.A. and at the office of Deutsche Bank Luxembourg S.A. (in such capacity the "paying agent" and the "transfer agent") in Luxembourg.

CURRENCY OF PRESENTATION

References in this Listing Memorandum to "U.S. dollars," "U.S. $," "dollars" or "$" are to the lawful currency of the United States. References in this Listing Memorandum to "pesos" or "Ps." are to the lawful currency of Mexico. We use the term "billion" in this Listing Memorandum to mean one thousand million.

This Listing Memorandum contains translations of certain peso amounts into U.S. dollars at specified rates solely for your convenience. You should not construe these translations as representations that the peso amounts actually represent the actual U.S. dollar amounts or could be converted into U.S. dollars at the rate indicated. Unless we indicate otherwise, the U.S. dollar amounts included herein have been translated from pesos at an exchange rate of Ps. 18.9113 to U.S. $1.00, which is the exchange rate that the *Secretaría de Hacienda y Crédito Público* (the Ministry of Finance and Public Credit, or the SHCP) instructed us to use on June 30, 2016.

On [September 30], 2016, the noon buying rate for cable transfers in New York reported by the Federal Reserve Bank was Ps. [19.3355] = U.S. $1.00.

PRESENTATION OF FINANCIAL INFORMATION

The audited consolidated financial statements of Petróleos Mexicanos, subsidiary entities and subsidiary companies as of December 31, 2015, and 2014 and for the years ended December 31, 2015, 2014 and 2013 are included in Item 18 of the Form 20-F incorporated by reference in this Listing Memorandum. We refer to these financial statements as the "2015 financial statements." These consolidated financial statements were prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board (IASB). We refer in this document to "International Financial Reporting Standards as issued by the IASB" as IFRS. These financial statements were audited in accordance with the International Standards on Auditing, as required by the CNBV, and in accordance with the standards of the Public Company Accounting Oversight Board (PCAOB) (United States) for purposes of filing with the SEC.

We have incorporated by reference in this Listing Memorandum the condensed consolidated interim financial statements of Petróleos Mexicanos, subsidiary entities and subsidiary companies as of June 30, 2016 and for the three and six–month periods ended June 30, 2016 and 2015 (which we refer to as the "June 2016 interim financial statements"), which were not audited and were prepared in accordance with International Accounting Standard (IAS) 34 "Interim Financial Reporting" of IFRS.

SUMMARY

The following summary highlights selected information from this Listing Memorandum and may not contain all of the information that is important to you. We encourage you to read this Listing Memorandum in its entirety.

The Issuer

Petróleos Mexicanos is a productive state-owned company of the Mexican Government. The Federal Congress of Mexico (the "Mexican Congress") established Petróleos Mexicanos by decree on July 20, 1938. Its operations are carried out through seven principal subsidiary entities, which are *Pemex Exploración y Producción* (Pemex Exploration and Production), *Pemex Transformación Industrial* (Pemex Industrial Transformation), *Pemex Perforación y Servicios* (Pemex Drilling and Services), *Pemex Logística* (Pemex Logistics), *Pemex Cogeneración y Servicios* (Pemex Cogeneration and Services), *Pemex Fertilizantes* (Pemex Fertilizers) and *Pemex Etileno* (Pemex Ethylene). Petróleos Mexicanos and each of the subsidiary entities is a public-sector entity of Mexico empowered to own property and carry on business in its own name. In addition, a number of subsidiary companies are incorporated into the consolidated financial statements. We collectively refer to Petróleos Mexicanos, the subsidiary entities and these subsidiary companies as "PEMEX," and together they comprise Mexico's state oil and gas company.

Description of the New Securities

Issuer

Petróleos Mexicanos.

Guarantors

Pemex Exploration and Production, Pemex Industrial Transformation, Pemex Drilling and Services, Pemex Logistics and Pemex Cogeneration and Services will jointly and severally unconditionally guarantee the payment of principal and interest on the new securities.

New Securities Listed

- U.S. $1,454,967,000 aggregate principal amount of 3.500% Notes due 2020.
- U.S. $997,333,000 aggregate principal amount of 4.250% Notes due 2025.
- U.S. $1,486,725,000 aggregate principal amount of 4.500% Notes due 2026.
- U.S. $1,504,855,000 aggregate principal amount of 5.50% Bonds due 2044.
- U.S. $2,992,861,000 aggregate principal amount of 5.625% Bonds due 2046.

The issuer issued U.S. $1,454,967,000 principal amount of the 2020 new securities, U.S. $997,333,000 principal amount of the 2025 new securities, U.S. $1,486,725,000 principal amount of the 2026 new securities, U.S. $1,499,855,000 principal amount of the 2044 exchange offer securities and U.S. $2,992,861,000 principal amount of the 2046 new securities on March 28, 2016, upon the consummation of its offers to exchange (the "SEC-Registered Exchange Offers") up to U.S. $1,500,000,000 of its 3.500% Notes due 2020 (ISIN Nos. US71656LBC46 (Rule 144A) and US71656MBC29 (Regulation S)), up to U.S. $1,000,000,000 of its 4.250% Notes due 2025 (ISIN Nos. US71656LBA89 (Rule 144A) and US71656MBA62 (Regulation S)), up to U.S. $1,500,000,000 of its 4.500% Notes due 2026 (ISIN Nos. US71656LBD29 (Rule 144A) and US71656MBD02 (Regulation S)), up to U.S. $1,500,000,000 of its 5.50% Bonds due 2044 (ISIN Nos. US71656LBB62 (Rule 144A), US71656MBB46 (Regulation S – Temporary)

and US71656MAN92 (Regulation S – Permanent)) and up to U.S. $3,000,000,000 of its 5.625% Bonds due 2046 (ISIN Nos. US71656LBE02 (Rule 144A) and US71656MBE84 (Regulation S)). The issuer issued an additional U.S. $5,000,000 principal amount of the 2044 3(a)(9) securities on March 28, 2016 upon the consummation of its offer to exchange (the "3(a)(9) Exchange Offer") up to U.S. $5,000,000 of its 5.50% Bonds due 2044. We refer to the outstanding 3.500% Notes due 2020, 4.250% Notes due 2025, 4.500% Notes due 2026, 5.50% Bonds due 2044 and 5.625% Bonds due 2046 as the "2020 old securities," the "2025 old securities," the "2026 old securities," the "2044 old securities" and "2046 old securities," respectively, and together as the "old securities." The form and terms of each series of securities are the same as the form and terms of the corresponding series of old securities already listed on the Euro MTF market, except that:

- the new securities described in this Listing Memorandum will not bear legends restricting their transfer;
- holders of the new securities described in this Listing Memorandum will not be entitled to some of the benefits of the exchange and registration rights agreements that we entered into when we issued the old securities; and
- we did not issue the new securities under our medium-term note program.

The new securities described in this Listing Memorandum evidence the same debt as the old securities.

Maturity Dates

The new securities will be redeemed at par on their respective maturity dates.

- 2020 new securities mature on July 23, 2020.
- 2025 new securities mature on January 15, 2025.
- 2026 new securities mature on January 23, 2026.
- 2044 new securities mature on June 27, 2044.
- 2046 new securities mature on January 23, 2046.

Interest Payment Dates

- For the 2020 new securities, January 23 and July 23 of each year.
- For the 2025 new securities, January 15 and July 15 of each year.
- For the 2026 new securities, January 23 and July 23 of each year.
- For the 2044 new securities, June 27 and December 27 of each year.
- For the 2046 new securities, January 23 and July 23 of each year.

Consolidation with Other Securities

The U.S. $1,499,855,000 principal amount of the 2044 exchange offer securities that we issued on March 28, 2016 upon the consummation of the SEC Registered Exchange Offers have been consolidated to form a single series with, and are fully fungible with, (i) the U.S. $5,000,000 principal amount of our outstanding 2044 3(a)(9) securities that we issued on March 28, 2016 pursuant to our 3(a)(9) Exchange Offer and (ii) the U.S. $2,745,000,000 principal amount of our outstanding 5.50% Bonds due 2044 that we

issued pursuant to the exchange offers that we completed on September 2012, August 2013 and October 2014.

Further Issues

We may, without your consent, increase the size of the issue of any series of securities or create and issue additional securities with either the same terms and conditions or the same except for the issue price, the issue date and the amount of the first payment of interest; *provided* that such additional securities do not have, for the purpose of U.S. federal income taxation, a greater amount of original issue discount than the affected securities have as of the date of the issue of the additional securities. These additional securities may be consolidated to form a single series with the corresponding securities.

Withholding Tax; Additional Amounts

We will make all principal and interest payments on the new securities without any withholding or deduction for Mexican withholding taxes, unless we are required by law to do so. In some cases where we are obliged to withhold or deduct a portion of the payment, we will pay additional amounts so that you will receive the amount that you would have received had no tax been withheld or deducted. For a description of when you would be entitled to receive additional amounts, see "Description of the New Securities—Additional Amounts."

You should consult your tax advisor about the tax consequences of an investment in the new securities as they apply to your individual circumstances.

Tax Redemption

If, as a result of certain changes in Mexican law, the issuer or any guarantor is obligated to pay additional amounts on interest payments on the new securities at a rate in excess of 10% per year, then we may choose to redeem those securities. If we redeem any securities, we will pay 100% of their outstanding principal amount, plus accrued and unpaid interest and any additional amounts payable up to the date of our redemption.

Redemption of the New Securities at the Option of the Issuer

The issuer may at its option redeem the 2020 new securities, the 2025 new securities, 2026 new securities, the 2044 new securities or the 2046 new securities, in whole or in part, at any time or from time to time prior to their maturity, at a redemption price equal to the principal amount thereof, plus the Make-Whole Amount (as defined under "Description of the New Securities—Redemption of the New Securities at the Option of the Issuer"), plus accrued interest on the principal amount of the applicable series of the securities to the date of redemption.

Ranking of the new Securities and the Guaranties

The new securities:

- are our direct, unsecured and unsubordinated public external indebtedness, and
- will rank equally in right of payment with each other and with all our existing and future unsecured and unsubordinated public external indebtedness.

The guaranties of the new securities by each of the guarantors constitute direct, unsecured and unsubordinated public external indebtedness of each guarantor, and rank *pari passu* with each other and with all other present and future unsecured and unsubordinated public external indebtedness of each of the guarantors. As of December 31, 2015, the guarantors had certain outstanding financial leases which will, with respect to the assets securing those financial leases, rank prior to the new securities and the guaranties.

Negative Pledge

None of the issuer or the guarantors or their respective subsidiaries will create security interests in our crude oil or crude oil receivables to secure any public external indebtedness. However, we may enter into up to U.S. $4 billion of receivables financings and similar transactions in any year and up to U.S. $12 billion of receivables financings and similar transactions in the aggregate.

We may pledge or grant security interests in any of our other assets or the assets of the issuer or the guarantors to secure our debts. In addition, we may pledge oil or oil receivables to secure debts payable in pesos or debts that are different than the new securities, such as commercial bank loans.

Indenture

The new securities were issued pursuant to the indenture dated as of January 27, 2009, as supplemented.

Trustee

Deutsche Bank Trust Company Americas.

Events of Default

The new securities and the indenture under which the new securities were issued contain certain events of default. If an event of default occurs and is continuing with respect to a series of new securities, 20% of the holders of the outstanding securities of that series can require us to pay immediately the principal of and interest on all those securities. For a description of the events of default and their grace periods, you should read "Description of the New Securities—Events of Default; Waiver and Notice."

Collective Action Clauses

The new securities contain provisions regarding acceleration and future modifications to their terms that differ from those applicable to certain of the issuer's and the guarantors' other outstanding public external indebtedness issued prior to October 2004. Under these provisions, in certain circumstances, the issuer and the guarantors may amend the payment and certain other provisions of any series of the new securities with the consent of the holders of 75% of the aggregate principal amount of such securities.

Resale of New Securities

We believe that you may offer the new securities for resale, resell them or otherwise transfer them without compliance with the registration and prospectus delivery provisions of the U.S. Securities Act of 1933, as amended (the "Securities Act"), as long as:

- you are acquiring the new securities in the ordinary course of your business;
- you are not participating, do not intend to participate, and have no arrangement or understanding with any person to participate, in the distribution of the new securities; and
- you are not an "affiliate" of ours, as defined under Rule 405 of the Securities Act.

If any statement above is not true and you transfer any security without delivering a prospectus meeting the requirements of the Securities Act or without an exemption from the registration requirements of the Securities Act, you may incur liability under the Securities Act. We do not assume responsibility for or indemnify you against this liability.

If you are a broker-dealer and received new securities for your own account in the Exchange Offers, you must deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of those securities.

Governing Law

The new securities and the indenture are governed by New York law, except that the laws of Mexico will govern the authorization and execution of these documents by Petróleos Mexicanos.

Use of Proceeds

We did not receive any cash proceeds from the issuance of the new securities.

Principal Executive Offices

Our headquarters are located at:

Avenida Marina Nacional No. 329
Colonia Verónica Anzures
11300 Ciudad de México
México
Phone: (52-55) 5262-1527.

Risk Factors

We cannot promise that a market for the new securities will be liquid or will continue to exist. Prevailing interest rates and general market conditions could affect the price of the new securities. This could cause the new securities to trade at prices that may be lower than their principal amount or their initial offering price.

In addition to these risks, there are additional risk factors related to the operations of PEMEX, the Mexican Government's ownership and control of PEMEX and Mexico generally. These risks are described beginning on page 10.

SELECTED FINANCIAL DATA

This selected financial data set forth below is derived in part from, and should be read in conjunction with, our 2015 financial statements and our June 2016 interim financial statements, which are each incorporated by reference in this Listing Memorandum.

	As of and for the Year Ended December 31,[1][2]			As of and for the Period Ended June 30,[1][3]	
	2013	2014	2015	2015	2016
			(in millions of pesos, except ratios)		
Statement of Comprehensive Income Data					
Net sales	Ps. 1,608,205	Ps. 1,5	Ps. 1,1	Ps. 588,363	Ps. 480,698
Operating income	727,622	615,480	(154,387)	102,359	155,185
Financing income	8,736	3,014	14,991	3,057	4,229
Financing cost	(39,586)	(51,559)	(67,774)	30,991	43,147
Derivative financial instruments (cost) income—Net	1,311	(9,439	(21,450)	(14,867)	(1,995)
Exchange (loss) gain—Net	(3,951)	(76,999)	(154,766)	(45,344)	(125,959)
Net income (loss) for the period	(170,058)	(265,543)	(712,567)	(185,176)	(145,479)
Statement of Financial Position Data (end of period)					
Cash and cash equivalents	80,746	117,989	109,369	91,259	186,311
Total assets	2,047,390	2,128,368	1,775,654	2,121,733	2,055,533
Long-term debt	750,563	997,384	1,300,873	1,163,208	1,558,216
Total long-term liabilities	1,973,446	2,561,930	2,663,922	2,764,599	2,965,980
Total (deficit) equity	(185,247)	(767,721)	(1,331,676)	(938,443)	(1,442,200)
Statement of Cash Flows					
Depreciation and amortization	148,492	143,075	167,951	77,652	63,921
Acquisition of wells, pipelines, properties, plant and equipment[3]	245,628	230,679	253,514	100,325	58,973
Other Financial Data					
Ratio of earnings to fixed charges[4][5]	—	—	—	—	—

Note:

(1) Includes Petróleos Mexicanos, the subsidiary entities and the subsidiary companies listed in Note 4 to our 2015 financial statements and in Note 4 to our June 2016 interim financial statements.

(2) Information derived from our 2015 financial statements.

(3) Unaudited. Information derived from our June 2016 interim financial statements, which were furnished to the SEC as part of the September 6-K.

(4) Includes capitalized financing cost. See Note 12 to our 2015 financial statements, "Item 5—Operating and Financial Review and Prospects—Liquidity and Capital Resources" in the Form 20-F and Note 3(g) to our June 2016 interim financial statements.

(5) Earnings, for this purpose, consist of pre-tax income (loss) from continuing operations before income from equity investment shares, plus fixed charges, minus interest capitalized during the period, plus the amortization of interest capitalized during the period and plus dividends received on equity investees. Pre-tax income (loss) is calculated after the deduction of hydrocarbon duties, but before the deduction of the hydrocarbon income tax and other income taxes. Fixed charges for this purpose consist of the sum of interest expense plus interest capitalized during the period, plus amortization premiums related to indebtedness and plus the estimated interest within rental expense. Fixed charges do not take into account exchange gain or loss attributable to our indebtedness.

(6) Earnings for the years ended December 31, 2011, 2013, 2014 and 2015 and for the six months ended June 30, 2015 and 2016 were insufficient to cover fixed charges. The amount by which fixed charges exceeded earnings was Ps. 106,476 million, Ps. 165,217 million, Ps. 283,640 million and Ps. 765,161 million, for the years ended December 31, 2011, 2013, 2014 and 2015, respectively, and Ps. 175,294 million and Ps. 141,571 million for the six months ended June 30, 2015 and 2016, respectively.

Source: 2015 financial statements and June 2016 interim financial statements.

RISK FACTORS

Risk Factors Related to Our Operations

Crude oil and natural gas prices are volatile and low crude oil and natural gas prices adversely affect our income and cash flows and the amount of hydrocarbon reserves that we have the right to extract and sell.

International crude oil and natural gas prices are subject to global supply and demand and fluctuate due to many factors beyond our control. These factors include competition within the oil and natural gas industry, the prices and availability of alternative sources of energy, international economic trends, exchange rate fluctuations, expectations of inflation, domestic and foreign government regulations or international laws, political and other events in major oil and natural gas producing and consuming nations and actions taken by oil exporting countries, trading activity in oil and natural gas and transactions in derivative financial instruments (which we refer to as "DFIs") related to oil and gas.

When international crude oil, petroleum product and/or natural gas prices are low, we generally earn less revenue and, therefore, generate lower cash flows and earn less income before taxes and duties because our costs remain roughly constant. Conversely, when crude oil, petroleum product and natural gas prices are high, we earn more revenue and our income before taxes and duties increases. Crude oil export prices, which had generally traded above U.S. $75.00 per barrel since October 2009 and traded above U.S. $100.00 per barrel as recently as July 30, 2014, began to fall in August 2014. After a gradual decline that resulted in per barrel prices falling to U.S. $91.16 at September 30, 2014, this decline sharply accelerated in October 2014 and prices fell to U.S. $53.27 per barrel at the end of 2014, with a weighted average price for the year of U.S. $86.00 per barrel. During 2015, the weighted average Mexican crude oil export price was approximately U.S. $44.17 per barrel and fell to U.S. $26.54 per barrel by the end of December 2015. This decline in crude oil prices had a direct effect on our results of operations and financial condition for the year ended December 31, 2015. So far in 2016, the weighted average Mexican crude oil export price has fallen to a low of U.S. $20.70 per barrel, the lowest in twelve years, but has since rebounded to U.S. $42.37 per barrel as of June 8, 2016. Future declines in international crude oil and natural gas prices will have a similar negative impact on our results of operations and financial condition. These fluctuations may also affect estimates of the amount of Mexico's hydrocarbon reserves that we have the right to extract and sell. See "—Risk Factors Related to our Relationship with the Mexican Government—Information on Mexico's hydrocarbon reserves in the Form 20-F is based on estimates, which are uncertain and subject to revisions" below and "Item 11—Quantitative and Qualitative Disclosures About Market Risk—Changes in Exposure to Main Risks—Market Risk—Hydrocarbon Price Risk" in the Form 20-F.

We have a substantial amount of indebtedness and other liabilities and are exposed to liquidity constraints, which could make it difficult for us to obtain financing on favorable terms, could adversely affect our financial condition, results of operations and ability to repay our debt and, ultimately, our ability to operate as a going concern.

We have a substantial amount of debt, which we have incurred primarily to finance the capital expenditures needed to carry out our capital investment projects. Due to our heavy tax burden, our cash flow from operations in recent years has not been sufficient to fund our capital expenditures and other expenses and, accordingly, our debt has significantly increased and our working capital has decreased. The sharp decline in oil prices that began in late 2014 has had a negative impact on our ability to generate positive cash flows, which, together with our continued heavy tax burden, has further exacerbated our ability to fund our capital expenditures and other expenses from cash flow from operations. Therefore, in order to develop our hydrocarbon reserves and amortize scheduled debt maturities, we will need to raise significant amounts of financing from a broad range of funding sources.

As of June 30, 2016, our total indebtedness, including accrued interest, was approximately U.S. $97.7 billion (Ps. 1,819.7 billion), in nominal terms, which represents a 12.6% increase (a 21.8% increase in peso terms) compared to our total indebtedness, including accrued interest, of approximately U.S. $86.8 billion (Ps. 1,493.4 billion) as of December 31, 2015. As of December 31, 2015, our total indebtedness, including accrued interest, was approximately U.S. $86.8 billion (Ps. 1,493.4 billion), in nominal terms, which represents a 11.7% increase (a 30.6% increase in peso terms) compared to our total indebtedness, including accrued interest, of approximately U.S. $77.7 billion (Ps. 1,143.3 billion) as of December 31, 2014. 26.7% of our existing debt as of December 31, 2015, or U.S. $23.1 billion, is scheduled to mature in the next three years. As of December 31, 2015, we had negative working capital of U.S. $10.2 billion. Our level of debt may increase further in the short or medium term and may have an adverse effect on our financial condition, results of operations and liquidity position. To service our debt and to raise funds for our capital expenditures, we have relied and may continue to rely on a combination of cash flows provided by operations, drawdowns under our available credit facilities and the incurrence of additional indebtedness. In addition, we have taken recent action to improve our financial condition, as described in more detail under "Item 5—Operating and Financial Review and Prospects—Liquidity and Capital Resources—Overview—Changes to Our Business Plan" in the Form 20-F.

Certain rating agencies have expressed concerns regarding: (1) the total amount of our debt; (2) the significant increase in our indebtedness over the last several years; (3) our negative free cash flow during 2015, primarily resulting from our significant capital investment projects and the declining price of oil; (4) our substantial unfunded reserve for retirement pensions and seniority premiums, which was equal to U.S. $74.4 billion as of December 31, 2015; and (5) the resilience of our operating expenses notwithstanding the sharp decline in oil prices that began in late 2014. On January 29, 2016, Standard & Poor's announced the downgrade of our stand-alone credit profile from BB+ to BB. On March 31, 2016, Moody's Investors Service announced the revision of our global foreign currency and local currency credit ratings from Baa1 to Baa3 and changed the outlook for its credit ratings to negative. On July 26, 2016, Fitch Ratings announced the downgrade of our global local currency credit ratings from A- to BBB+.

Any further lowering of our credit ratings may have adverse consequences on our ability to access the financial markets and/or our cost of financing. If we were unable to obtain financing on favorable terms, this could hamper our ability to (1) obtain further financing and (2) invest in projects financed through debt and impair our ability to meet our principal and interest payment obligations with our creditors. As a result, we may be exposed to liquidity constraints and may not be able to service our debt or make the capital expenditures required to maintain our current production levels and to maintain, and increase, the proved hydrocarbon reserves assigned to us by the Mexican Government, which may adversely affect our financial condition and results of operations. See "—Risk Factors Related to our Relationship with the Mexican Government—We must make significant capital expenditures to maintain our current production levels, and to maintain, as well as increase, the proved hydrocarbon reserves assigned to us by the Mexican Government. Reductions in our income, adjustments to our capital expenditures budget and our inability to obtain financing may limit our ability to make capital investments" below.

If such constraints occur at a time when our cash flow from operations is less than the resources necessary to fund our capital expenditures or to meet our debt service obligations, in order to provide additional liquidity to our operations, we could be forced to further reduce our planned capital expenditures, implement further austerity measures and/or sell additional non-strategic assets in order to raise funds. A reduction in our capital expenditure program could adversely affect our financial condition and results of operations. Additionally, such measures may not be sufficient to permit us to meet our obligations.

Our consolidated financial statements have been prepared under the assumption that we will continue as a going concern. However, our independent auditors have stated in their most recent report in

the Form 20-F that there is substantial doubt about our ability to continue as a going concern as a result of our recurring losses from operations and our negative working capital and negative equity. Our consolidated financial statements do not include any adjustments that might result from the outcome of that uncertainty. If the actions we are taking to improve our financial condition, which are described in detail under "Item 5—Operating and Financial Review and Prospects—Liquidity and Capital Resources—Overview—Changes to Our Business Plan" in the Form 20-F, are not successful, we may not be able to continue operating as a going concern.

We are an integrated oil and gas company and are exposed to production, equipment and transportation risks, criminal acts and deliberate acts of terror.

We are subject to several risks that are common among oil and gas companies. These risks include production risks (fluctuations in production due to operational hazards, natural disasters or weather, accidents, etc.), equipment risks (relating to the adequacy and condition of our facilities and equipment) and transportation risks (relating to the condition and vulnerability of pipelines and other modes of transportation). More specifically, our business is subject to the risks of explosions in pipelines, refineries, plants, drilling wells and other facilities, oil spills, hurricanes in the Gulf of Mexico and other natural or geological disasters and accidents, fires and mechanical failures. Criminal attempts to divert our crude oil, natural gas or refined products from our pipeline network and facilities for illegal sale have resulted in explosions, property and environmental damage, injuries and loss of life.

Our facilities are also subject to the risk of sabotage, terrorism and cyber-attacks. In July 2007, two of our pipelines were attacked. In September 2007, six different sites were attacked and 12 of our pipelines were affected. The occurrence of these incidents related to the production, processing and transportation of oil and oil products could result in personal injuries, loss of life, environmental damage from the subsequent containment, clean-up and repair expenses, equipment damage and damage to our facilities. A shutdown of the affected facilities could disrupt our production and increase our production costs. As of the date of this Listing Memorandum, there have been no similar occurrences since 2007. Although we have established an information security program, which includes cybersecurity systems and procedures to protect our information technology, and have not yet suffered a cyber-attack, if the integrity of our information technology were ever compromised due to a cyber-attack, our business operations could be disrupted and our proprietary information could be lost or stolen.

We purchase comprehensive insurance policies covering most of these risks; however, these policies may not cover all liabilities, and insurance may not be available for some of the consequential risks. There can be no assurance that accidents or acts of terror will not occur in the future, that insurance will adequately cover the entire scope or extent of our losses or that we may not be found directly liable in connection with claims arising from accidents or other similar events. See "Item 4—Information on the Company—Business Overview—PEMEX Corporate Matters—Insurance" in the Form 20-F.

Developments in the oil and gas industry and other factors may result in substantial write-downs of the carrying amount of certain of our assets, which could adversely affect our operating results and financial condition.

We evaluate on an annual basis, or more frequently where the circumstances require, the carrying amount of our assets for possible impairment. Our impairment tests are performed by a comparison of the carrying amount of an individual asset or a cash-generating unit with its recoverable amount. Whenever the recoverable amount of an individual asset or cash-generating unit is less than its carrying amount, an impairment loss is recognized to reduce the carrying amount to the recoverable amount.

Changes in the economic, regulatory, business or political environment in Mexico or other markets where we operate, such as the recent significant decline in international crude oil and gas prices and the devaluation of the peso against the U.S. dollar, among other factors, may result in the recognition of impairment charges in certain of our assets. Due to the continuing decline in oil prices, we have

performed impairment tests of our non-financial assets (other than inventories and deferred taxes) at the end of each quarter. As of December 31, 2015, we recognized an impairment charge of Ps. 477,945 million. As of June 30, 2016, we recognized a net reversal of impairment in the amount of Ps. 99,024 million. See Note 12(c) to our unaudited condensed consolidated interim financial statements for further information about the impairment of certain of our assets. Future developments in the economic environment, in the oil and gas industry and other factors could result in substantial impairment charges, adversely affecting our operating results and financial condition.

Increased competition in the energy sector due to the new legal framework in Mexico could adversely affect our business and financial performance.

The Mexican Constitution and the *Ley de Hidrocarburos* (Hydrocarbons Law) allows other oil and gas companies, in addition to us, to carry out certain activities related to the energy sector in Mexico, including exploration and extraction activities. As of the date of this Listing Memorandum, the Mexican Government has entered into production sharing contracts with other oil and gas companies following the competitive bidding processes held in July and September 2015 for shallow water blocks and in December 2015 for exploratory blocks and discovered fields in onshore areas. Additional competitive bidding processes will take place in the future, including bids for deep water fields in December of this year. As a result, we face competition for the right to explore and develop new oil and gas reserves in Mexico. We will also likely face competition in connection with certain refining, transportation and processing activities. In addition, increased competition could make it difficult for us to hire and retain skilled personnel. For more information, see "Item 4—Information on the Company—History and Development—Recent Energy Reform" in the Form 20-F. If we are unable to compete successfully with other oil and gas companies in the energy sector in Mexico, our results of operations and financial condition may be adversely affected.

We are subject to Mexican and international anti-corruption, anti-bribery and anti-money laundering laws. Our failure to comply with these laws could result in penalties, which could harm our reputation and have an adverse effect on our business, results of operations and financial condition.

We are subject to Mexican and international anti-corruption, anti-bribery and anti-money laundering laws. See "Item 4—Information on the Company—General Regulatory Framework" in the Form 20-F. Although we maintain policies and processes intended to comply with these laws, including the review of our internal control over financial reporting, we cannot ensure that these compliance policies and processes will prevent intentional, reckless or negligent acts committed by our officers or employees.

If we fail to comply with any applicable anti-corruption, anti-bribery or anti-money laundering laws, we and our officers and employees may be subject to criminal, administrative or civil penalties and other remedial measures, which could have material adverse effects on our business, financial condition and results of operations. Any investigation of potential violations of anti-corruption, anti-bribery or anti-money laundering laws by governmental authorities in Mexico or other jurisdictions could result in an inability to prepare our consolidated financial statements in a timely manner. This could adversely impact our reputation, ability to access the financial markets and ability to obtain contracts, assignments, permits and other government authorizations necessary to participate in our industry, which, in turn, could have adverse effects on our business, results of operations and financial condition.

Our compliance with environmental regulations in Mexico could result in material adverse effects on our results of operations.

A wide range of general and industry-specific Mexican federal and state environmental laws and regulations apply to our operations; these laws and regulations are often difficult and costly to comply with and carry substantial penalties for non-compliance. This regulatory burden increases our costs

because it requires us to make significant capital expenditures and limits our ability to extract hydrocarbons, resulting in lower revenues. For an estimate of our accrued environmental liabilities, see "Item 4—Information on the Company—Environmental Regulation—Environmental Liabilities" in the Form 20-F. However, growing international concern over greenhouse gas emissions and climate change could result in new laws and regulations that could adversely affect our results of operations and financial condition. International agreements, including the recent Paris Agreement approved by the Mexican Government, contemplate coordinated efforts to combat climate change. While it is still too early to know how these new agreements will be implemented, we may become subject to market changes, including carbon taxes, efficiency standards, cap-and-trade and emission allowances and credits. These measures could increase our operating and maintenance costs, increase the price of our hydrocarbon products and possibly shift consumer demand to lower-carbon sources. See "Item 4—Environmental Regulation—Global Climate Change and Carbon Dioxide Emissions Reduction" in the Form 20-F for more information on the Mexican Government's current legal and regulatory framework for combatting climate change.

Risk Factors Related to Mexico

Economic conditions and government policies in Mexico and elsewhere may have a material impact on our operations.

A deterioration in Mexico's economic condition, social instability, political unrest or other adverse social developments in Mexico could adversely affect our business and financial condition. Those events could also lead to increased volatility in the foreign exchange and financial markets, thereby affecting our ability to obtain new financing and service our debt. Additionally, the Mexican Government announced budget cuts in November 2015 and February 2016 in response to the recent decline in international crude oil prices, and it may cut spending in the future. See "—Risk Factors Related to our Relationship with the Mexican Government—The Mexican Government controls us and it could limit our ability to satisfy our external debt obligations or could reorganize or transfer us or our assets" below. These cuts could adversely affect the Mexican economy and, consequently, our business, financial condition, operating results and prospects.

In the past, Mexico has experienced several periods of slow or negative economic growth, high inflation, high interest rates, currency devaluation and other economic problems. These problems may worsen or reemerge, as applicable, in the future and could adversely affect our business and ability to service our debt. A worsening of international financial or economic conditions, such as a slowdown in growth or recessionary conditions in Mexico's trading partners, including the United States, or the emergence of a new financial crisis, could have adverse effects on the Mexican economy, our financial condition and our ability to service our debt.

Changes in Mexico's exchange control laws may hamper our ability to service our foreign currency debt.

The Mexican Government does not currently restrict the ability of Mexican companies or individuals to convert pesos into other currencies. However, we cannot provide assurances that the Mexican Government will maintain its current policies with regard to the peso. In the future, the Mexican Government could impose a restrictive exchange control policy, as it has done in the past. Mexican Government policies preventing us from exchanging pesos into U.S. dollars could hamper our ability to service our foreign currency obligations, including our debt, the majority of which is denominated in currencies other than pesos.

Political conditions in Mexico could materially and adversely affect Mexican economic policy and, in turn, our operations.

Political events in Mexico may significantly affect Mexican economic policy and, consequently, our operations. On December 1, 2012, Mr. Enrique Peña Nieto, a member of the *Partido Revolucionario Institucional* (Institutional Revolutionary Party, or PRI), formally assumed office for a six-year term as the President of Mexico. As of the date of this Listing Memorandum, no political party holds a simple majority in either house of the Mexican Congress.

Mexico has experienced a period of increasing criminal activity, which could affect our operations.

In recent years, Mexico has experienced a period of increasing criminal activity, primarily due to the activities of drug cartels and related criminal organizations. In addition, the development of the illicit market in fuels in Mexico has led to increases in theft and illegal trade in the fuels that we produce. In response, the Mexican Government has implemented various security measures and has strengthened its military and police forces, and we have also established various strategic measures aimed at decreasing incidents of theft and other criminal activity directed at our facilities and products. See "Item 8—Financial Information—Legal Proceedings—Actions Against the Illicit Market in Fuels" in the Form 20-F. Despite these efforts, criminal activity continues to exist in Mexico, some of which may target our facilities and products. These activities, their possible escalation and the violence associated with them, in an extreme case, may have a negative impact on our financial condition and results of operations.

Risk Factors Related to our Relationship with the Mexican Government

The Mexican Government controls us and it could limit our ability to satisfy our external debt obligations or could reorganize or transfer us or our assets.

We are controlled by the Mexican Government and our annual budget may be adjusted by the Mexican Government in certain respects. Pursuant to the Petróleos Mexicanos Law, Petróleos Mexicanos was transformed from a decentralized public entity to a productive state-owned company on October 7, 2014. The Petróleos Mexicanos Law establishes a special regime governing, among other things, our budget, debt levels, administrative liabilities, acquisitions, leases, services and public works. This special regime provides Petróleos Mexicanos with additional technical and managerial autonomy and, subject to certain restrictions, with additional autonomy with respect to our budget. Notwithstanding this increased autonomy, the Mexican Government still controls us and has the power to adjust our financial balance goal, which represents our targeted net cash flow for the fiscal year based on our projected revenues and expenses, and our annual wage and salary expenditures, subject to the approval of the *Cámara de Diputados* (Chamber of Deputies).

The adjustments to our annual budget mentioned above may compromise our ability to develop the reserves assigned to us by the Mexican Government and to successfully compete with other oil and gas companies that enter the Mexican energy sector. See "Item 4—Information on the Company—History and Development—Capital Expenditures and Investments—Capital Expenditures Budget" in the Form 20-F for more information about our February 2015 and February 2016 budget adjustments and "—General Regulatory Framework" in the Form 20-F for more information about the Mexican Government's authority with respect to our budget. In addition, the Mexican Government's control over us could adversely affect our ability to make payments under any securities issued by Petróleos Mexicanos. Although Petróleos Mexicanos is wholly owned by the Mexican Government, our financing obligations do not constitute obligations of and are not guaranteed by the Mexican Government.

The Mexican Government's agreements with international creditors may affect our external debt obligations. In certain past debt restructurings of the Mexican Government, Petróleos Mexicanos' external indebtedness was treated on the same terms as the debt of the Mexican Government and other public sector entities, and it may be treated on similar terms in any future debt restructuring. In addition,

Mexico has entered into agreements with official bilateral creditors to reschedule public sector external debt. Mexico has not requested restructuring of bonds or debt owed to multilateral agencies.

The Mexican Government has the power, if the Mexican Constitution and federal law were further amended, to further reorganize our corporate structure, including a transfer of all or a portion of our assets to an entity not controlled, directly or indirectly, by the Mexican Government. See "—Risk Factors Related to Mexico" above.

We pay significant special taxes and duties to the Mexican Government, which may limit our capacity to expand our investment program or negatively impact our financial condition generally.

We are required to make significant payments to the Mexican Government, including in the form of taxes and duties, which may limit our ability to make capital investments. In 2015, approximately 37.5% of our sales revenues was used for payments to the Mexican Government in the form of taxes and duties, which constituted a substantial portion of the Mexican Government's revenues.

The Secondary Legislation includes changes to the fiscal regime applicable to us, particularly with respect to the exploration and extraction activities that we carry out in Mexico. Beginning in 2016, we have the obligation, subject to the conditions set forth in the Petróleos Mexicanos Law, to pay a state dividend in lieu of certain payments that we paid at the discretion of the Mexican Government. This state dividend will be calculated by the Ministry of Finance and Public Credit as a percentage of the net income that we generate through activities subject to the *Ley de Ingresos sobre Hidrocarburos* (Hydrocarbons Revenue Law) on an annual basis and approved by the Mexican Congress in accordance with the terms of the Petróleos Mexicanos Law. The amount we pay each year under this state dividend will decrease in subsequent years, reaching 0% by 2026. The Mexican Government has announced that we will not be required to pay a state dividend in 2016. See "Item 8—Financial Information—Dividends" in the Form 20-F for more information. Although the changes to the fiscal regime applicable to us are designed in part to reduce the Mexican Government's reliance on payments made by us, we cannot provide assurances that we will not be required to continue to pay a large proportion of our sales revenue to the Mexican Government. See "Item 4—Information on the Company—Taxes, Duties and Other Payments to the Mexican Government—Fiscal Regime" in the Form 20-F. As of the date of this Listing Memorandum, we are assessing the impact that these changes may have on us. In addition, the Mexican Government may change the applicable rules in the future.

The Mexican Government has imposed price controls in the domestic market on our products.

The Mexican Government has from time to time imposed price controls on the sales of natural gas, liquefied petroleum gas, gasoline, diesel, gas oil intended for domestic use, fuel oil and other products. As a result of these price controls, we have not been able to pass on all of the increases in the prices of our product purchases to our customers in the domestic market when the peso depreciates in relation to the U.S. dollar. A depreciation of the peso increases our cost of imported oil and oil products, without a corresponding increase in our revenues unless we are able to increase the price at which we sell products in Mexico. We do not control the Mexican Government's domestic policies and the Mexican Government could impose additional price controls on the domestic market in the future. The imposition of such price controls would adversely affect our results of operations. For more information, see "Item 4—Information on the Company—Business Overview—Refining—Pricing Decrees" and "Item 4—Information on the Company—Business Overview—Gas and Basic Petrochemicals—Pricing Decrees" in the Form 20-F.

The Mexican nation, not us, owns the hydrocarbon reserves located in Mexico and our right to continue to extract these reserves is subject to the approval of the Ministry of Energy.

The Mexican Constitution provides that the Mexican nation, not us, owns all petroleum and other hydrocarbon reserves located in Mexico.

Article 27 of the Mexican Constitution provides that the Mexican Government will carry out exploration and production activities through agreements with third parties and through assignments to and agreements with us. The Secondary Legislation allows us and other oil and gas companies to explore and extract the petroleum and other hydrocarbon reserves located in Mexico, subject to assignment of rights by the Ministry of Energy and entry into agreements pursuant to a competitive bidding process.

Access to crude oil and natural gas reserves is essential to an oil and gas company's sustained production and generation of income, and our ability to generate income would be materially and adversely affected if the Mexican Government were to restrict or prevent us from exploring or extracting any of the crude oil and natural gas reserves that it has assigned to us or if we are unable to compete effectively with other oil and gas companies in future bidding rounds for additional exploration and production rights in Mexico. For more information, see "—We must make significant capital expenditures to maintain our current production levels, and to maintain, as well as increase, the proved hydrocarbon reserves assigned to us by the Mexican Government. Reductions in our income, adjustments to our capital expenditures budget and our inability to obtain financing may limit our ability to make capital investments" below.

Information on Mexico's hydrocarbon reserves in the Form 20-F is based on estimates, which are uncertain and subject to revisions.

The information on oil, gas and other reserves set forth in the Form 20-F is based on estimates. Reserves valuation is a subjective process of estimating underground accumulations of crude oil and natural gas that cannot be measured in an exact manner; the accuracy of any reserves estimate depends on the quality and reliability of available data, engineering and geological interpretation and subjective judgment. Additionally, estimates may be revised based on subsequent results of drilling, testing and production. These estimates are also subject to certain adjustments based on changes in variables, including crude oil prices. Therefore, proved reserves estimates may differ materially from the ultimately recoverable quantities of crude oil and natural gas. Downward revisions in our reserve estimates could lead to lower future production, which could have an adverse effect on our results of operations and financial condition. See "—Risk Factors Related to Our Operations—Crude oil and natural gas prices are volatile and low crude oil and natural gas prices adversely affect our income and cash flows and the amount of hydrocarbon reserves that we have the right to extract and sell" above. We revise annually our estimates of hydrocarbon reserves that we are entitled to extract and sell, which may result in material revisions to these estimates. Our ability to maintain our long-term growth objectives for oil production depends on our ability to successfully develop our reserves, and failure to do so could prevent us from achieving our long-term goals for growth in production.

We must make significant capital expenditures to maintain our current production levels, and to maintain, as well as increase, the proved hydrocarbon reserves assigned to us by the Mexican Government. Reductions in our income, adjustments to our capital expenditures budget and our inability to obtain financing may limit our ability to make capital investments.

Because our ability to maintain, as well as increase, our oil production levels is highly dependent upon our ability to successfully develop existing hydrocarbon reserves and, in the long term, upon our ability to obtain the right to develop additional reserves, we continually invest capital to enhance our hydrocarbon recovery ratio and improve the reliability and productivity of our infrastructure. During 2015, our exploratory activity led to the incorporation to proved reserves of approximately 120 million barrels of oil equivalent. This amount, however, was less than the reductions made due to revisions, delimitations and decreased development and production in 2015. Accordingly, our total proved reserves decreased by 22.1%, from 12,380 million barrels of crude oil equivalent as of December 31, 2014 to 9,632 million barrels of crude oil as of December 31, 2015. See "Item 4—Information on the Company—Business Overview—Exploration and Production—Reserves" in the Form 20-F for more information about the factors leading to this decline, including the results of Round Zero. Our crude oil

production decreased by 1.0% from 2012 to 2013, by 3.7% from 2013 to 2014 and by 6.7% from 2014 to 2015, primarily as a result of the decline of production in the Cantarell, Aceite Terciario del Golfo (which we refer to as "ATG"), Delta del Grijalva, Crudo Ligero Marino and Ixtal-Manik projects.

The recent energy reform in Mexico outlined a process, commonly referred to as Round Zero, for the determination of our initial allocation of rights to continue to carry out exploration and production activities in Mexico. On August 13, 2014, the Ministry of Energy granted us the right to continue to explore and develop areas that together contain 95.9% of Mexico's estimated proved reserves of crude oil and natural gas. The development of the reserves that were assigned to us pursuant to Round Zero, particularly the reserves in the deep waters of the Gulf of Mexico and in shale oil and gas fields in the Burgos basin, will demand significant capital investments and will pose significant operational challenges. Our right to develop the reserves assigned to us through Round Zero is conditioned on our ability to develop such reserves in accordance with our development plans, which were based on our technical, financial and operational capabilities at the time. See "Item 4—History and Development—Recent Energy Reform—Assignment of Exploration and Production Rights" in the Form 20-F. We cannot provide assurances that we will have or will be able to obtain, in the time frame that we expect, sufficient resources or the technical capacity necessary to explore and extract the reserves that the Mexican Government assigned to us as part of Round Zero, or that it may grant to us in the future. The decline in oil prices has forced us to make adjustments to our budget, including a significant reduction of our capital expenditures. Unless we are able to increase our capital expenditures, we may not be able to develop the reserves assigned to us in accordance with our development plans. We would lose the right to continue to extract these reserves if we fail to develop them in accordance with our development plans, which could adversely affect our operating results and financial condition. In addition, increased competition in the oil and gas sector in Mexico may increase the costs of obtaining additional acreage in bidding rounds for the rights to new reserves.

Our ability to make capital expenditures is limited by the substantial taxes and duties that we pay to the Mexican Government, the ability of the Mexican Government to adjust certain aspects of our annual budget, cyclical decreases in our revenues primarily related to lower oil prices and any constraints on our liquidity. The availability of financing may limit our ability to make capital investments that are necessary to maintain current production levels and increase the proved hydrocarbon reserves that we are entitled to extract. Nevertheless, the recent energy reform has provided us with opportunities to enter into strategic alliances and partnerships, which may reduce our capital commitments and allow us to participate in projects for which we are more competitive. For more information, see "Item 4—Information on the Company—History and Development—Capital Expenditures and Investments" and "—Recent Energy Reform" in the Form 20-F. For more information on the liquidity constraints we are exposed to, see "—We have a substantial amount of indebtedness and other liabilities and are exposed to liquidity constraints, which could make it difficult for us to obtain financing on favorable terms and adversely affect our financial condition, results of operations and ability to repay our debt" above.

We may claim some immunities under the Foreign Sovereign Immunities Act and Mexican law, and your ability to sue or recover may be limited.

We are public-sector entities of the Mexican Government. Accordingly, you may not be able to obtain a judgment in a U.S. court against us unless the U.S. court determines that we are not entitled to sovereign immunity with respect to that action. Under certain circumstances, Mexican law may limit your ability to enforce judgments against us in the courts of Mexico. We also do not know whether Mexican courts would enforce judgments of U.S. courts based on the civil liability provisions of the U.S. federal securities laws. Therefore, even if you were able to obtain a U.S. judgment against us, you might not be able to obtain a judgment in Mexico that is based on that U.S. judgment. Moreover, you may not be able to enforce a judgment against our property in the United States except under the limited circumstances specified in the Foreign Sovereign Immunities Act of 1976, as amended. Finally, if you were to bring an action in Mexico seeking to enforce our obligations under any securities issued by

Petróleos Mexicanos, satisfaction of those obligations may be made in pesos, pursuant to the laws of Mexico.

Our directors and officers, as well as some of the experts named in the Form 20-F, reside outside the United States. Substantially all of our assets and those of most of our directors, officers and experts are located outside the United States. As a result, investors may not be able to effect service of process on our directors or officers or those experts within the United States.

Risk Factors Related to the New Securities

The market for the new securities may not be liquid, and market conditions could affect the price at which the new securities trade.

We cannot promise that a market for any series of the new securities will be liquid or will continue to exist.

Prevailing interest rates and general market conditions could affect the price of the new securities. This could cause the new securities to trade at prices that may be lower than their principal amount or their initial offering price.

The new securities contain provisions that permit us to amend the payment terms of the new securities without the consent of all holders.

The new securities contain provisions regarding acceleration and voting on amendments, modifications and waivers which are commonly referred to as "collective action clauses." Under these provisions, certain key terms of a series of the new securities may be amended, including the maturity date, interest rate and other payment terms, without the consent of all of the holders. See "Description of the New Securities—Modification and Waiver."

The rating of the new securities may be lowered or withdrawn depending on various factors, including the rating agencies' assessments of our financial strength and Mexican sovereign risk.

The rating of the new securities addresses the likelihood of payment of principal at their maturity. The rating also addresses the timely payment of interest on each payment date. The rating of the new securities is not a recommendation to purchase, hold or sell the new securities, and the rating does not comment on market price or suitability for a particular investor.

On January 29, 2016, Standard & Poor's announced the downgrade of our stand-alone credit profile from BB+ to BB. On March 31, 2016, Moody's Investors Service announced the revision of our global foreign currency and local currency credit ratings from Baa1 to Baa3 and changed the outlook for its credit ratings to negative. Any further downgrade in or withdrawal of our corporate or debt ratings may adversely affect the rating and price of the new securities. We cannot assure you that the rating of the new securities or our corporate rating will continue for any given period of time or that the rating will not be further lowered or withdrawn. This downgrade is not, and any further downgrade in or withdrawal of the ratings will not be, an event of default under the indenture. An assigned rating may be raised or lowered depending, among other things, on the respective rating agency's assessment of our financial strength, as well as its assessment of Mexican sovereign risk generally. Any further downgrade in or withdrawal of the rating of the new securities or our corporate rating may adversely affect the price of the new securities.

FORWARD-LOOKING STATEMENTS

This Listing Memorandum contains words, such as "believe," "expect," "anticipate" and similar expressions that identify forward-looking statements, which reflect our views about future events and financial performance. We have made forward-looking statements that address, among other things, our:

- exploration and production activities, including drilling;
- activities relating to import, export, refining, petrochemicals and transportation of petroleum, natural gas and oil products;
- activities relating to our lines of business, including the generation of electricity;
- projected and targeted capital expenditures and other costs, commitments and revenues;
- liquidity and sources of funding, including our ability to continue operating as a going concern;
- strategic alliances with other companies; and
- the monetization of certain of our assets.

Actual results could differ materially from those projected in such forward-looking statements as a result of various factors that may be beyond our control. These factors include, but are not limited to:

- changes in international crude oil and natural gas prices;
- effects on us from competition, including on our ability to hire and retain skilled personnel;
- limitations on our access to sources of financing on competitive terms;
- our ability to find, acquire or gain access to additional reserves and to develop the reserves that we obtain successfully;
- uncertainties inherent in making estimates of oil and gas reserves, including recently discovered oil and gas reserves;
- technical difficulties;
- significant developments in the global economy;
- significant economic or political developments in Mexico;
- developments affecting the energy sector; and
- changes in our legal regime or regulatory environment, including tax and environmental regulations.

Accordingly, you should not place undue reliance on these forward-looking statements. In any event, these statements speak only as of their dates, and we undertake no obligation to update or revise any of them, whether as a result of new information, future events or otherwise.

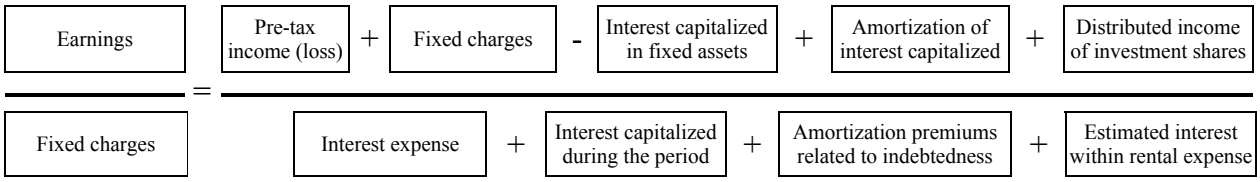
For a discussion of important factors that could cause actual results to differ materially from those contained in any forward-looking statement, you should read "Risk Factors" above.

USE OF PROCEEDS

We did not receive any cash proceeds from the issuance of the new securities under the Exchange Offers. In consideration for issuing the new securities as described in this Listing Memorandum, we received in exchange an equal principal amount of old securities, which were cancelled. Accordingly, the Exchange Offers did not result in any increase in our indebtedness or the guarantors' indebtedness. The net proceeds we received from issuing the old securities were and are being used to finance our investment program.

RATIO OF EARNINGS TO FIXED CHARGES

PEMEX's ratio of earnings to fixed charges is calculated as follows:



Earnings, for this purpose, consist of pre-tax income (loss) from continuing operations before income from equity investees, plus fixed charges, minus interest capitalized during the period, plus the amortization of interest capitalized during the period and plus distributed income of investment shares. Pre-tax income (loss) is calculated after the deduction of hydrocarbon duties, but before the deduction of the hydrocarbon income tax and other income taxes. Fixed charges for this purpose consist of the sum of interest expense plus interest capitalized during the period, plus amortization premiums related to indebtedness and plus the estimated interest within rental expense. Fixed charges do not take into account exchange gain or loss attributable to PEMEX's indebtedness.

The following table sets forth PEMEX's consolidated ratio of earnings to fixed charges for the years ended December 31, 2011, 2012, 2013, 2014 and 2015 and for the six-month periods ended June 30, 2015 and 2016 in accordance with IFRS.

	For the period ended						
		December 31,				June 30,	
	2011	**2012**	**2013**	**2014**	**2015**	**2015**	**2016**
Ratio of earnings to fixed charges[(1)]:	—	1.01	—	—	—	—	—

(1) Earnings for the years ended December 31, 2011, 2013, 2014 and 2015 and for the six months ended June 30, 2015 and 2016 were insufficient to cover fixed charges. The amount by which fixed charges exceeded earnings was Ps. 106,476 million, Ps. 165,217 million, Ps. 283,640 million and Ps. 765,161 million, for the years ended December 31, 2011, 2013, 2014 and 2015, respectively, and Ps. 175,294 million and Ps. 141,571 million for the six months ended June 30, 2015 and 2016, respectively.

CAPITALIZATION OF PEMEX

The following table sets forth the capitalization of PEMEX at June 30, 2016.

	At June 30, 2016[1][2]			
	(millions of pesos or U.S. dollars)			
Long-term external debt	Ps.	1,275,018	U.S. $	67,421
Long-term domestic debt		283,198		14,975
Total long-term debt[3]		1,558,216		82,396
Certificates of Contribution "A"[4]		221,105		11,692
Mexican Government contributions to Petróleos Mexicanos		43,731		2,312
Legal reserve		1,002		53
Accumulated other comprehensive result		(297,598)		(15,736)
(Deficit) from prior years		(1,265,244)		(66,904)
Net (loss) for the period		(145,536)		(7,696)
Total controlling interest		(1,442,540)		(76,279)
Total non-controlling interest		340		18
Total (deficit) equity		(1,442,200)		(76,261)
Total capitalization	Ps.	116,016	U.S. $	6,135

Note: Numbers may not total due to rounding.

(1) Unaudited. Convenience translations into U.S. dollars of amounts in pesos have been made at the established exchange rate of Ps. 18.9113 = U.S. $1.00 at June 30, 2016. Such translations should not be construed as a representation that the peso amounts have been or could be converted into U.S. dollar amounts at the foregoing or any other rate.

(2) As of the date of this prospectus, there has been no material change in our capitalization since June 30, 2016 except for our undertaking of (a) the new financings disclosed under "Liquidity and Capital Resources—Recent Financing Activities"' in the September 6-K; (b) the new financings described in "Item 5—Operating and Financial Review and Prospects—Liquidity and Capital Resources—Financing Activities" in the Form 20-F.

(3) Total long-term debt does not include short-term indebtedness of Ps. 261,450 million (U.S. 13,825 million) at June 30, 2016.

(4) Equity instruments held by the Mexican Government.

Source: June 2016 interim financial statements.

GUARANTORS

The guarantors—Pemex Exploration and Production, Pemex Industrial Transformation, Pemex Drilling and Services, Pemex Logistics and Pemex Cogeneration and Services—are productive state-owned companies of the Mexican Government. On March 27, 2015, the Board of Directors of Petróleos Mexicanos approved the *acuerdos de creación* (creation resolutions) of each guarantor. The guarantors were later formed upon the effectiveness of their respective creation resolutions, as follows: (i) Pemex Exploration and Production and Pemex Cogeneration and Services were created on June 1, 2015; (ii) Pemex Drilling and Services was created on August 1, 2015; (iii) Pemex Logistics was created on October 1, 2015 and (iv) Pemex Industrial Transformation was created on November 1, 2015. For more information about the guarantors, including their creation, see "Item 4—Information on the Company—History and Development—Energy Reform" in the Form 20-F. Each of the guarantors is a legal entity empowered to own property and carry on business in its own name. The executive offices of each of the guarantors are located at Avenida Marina Nacional No. 329, Colonia Verónica Anzures, Ciudad de México 11300, México. Our telephone number, which is also the telephone number for the guarantors, is (52-55) 1944-2500.

As of the date of this Listing Memorandum, the activities of the issuer and the guarantors are regulated primarily by:

- the Petróleos Mexicanos Law, which took effect, with the exception of certain provisions, on October 7, 2014, and repeals the Petróleos Mexicanos Law that became effective as of November 29, 2008; and
- the Hydrocarbons Law, which took effect on August 12, 2014 and repeals the *Ley Reglamentaria del Artículo 27 Constitucional en el Ramo del Petróleo* (Regulatory Law to Article 27 of the Mexican Constitution Concerning Petroleum Affairs).

The operating activities of the issuer are allocated among the guarantors and the other subsidiary entities, Pemex Fertilizers and Pemex Ethylene, each of which has the characteristics of a subsidiary of the issuer. The principal business lines of the guarantors are as follows:

- Pemex Exploration and Production explores for and exploits crude oil and natural gas and transports, stores and markets these hydrocarbons;
- Pemex Industrial Transformation refines, processes, imports, exports, markets, and sells hydrocarbons, oil, natural gas and petrochemicals;
- Pemex Drilling and Services performs well drilling, termination and repair and related well services;
- Pemex Logistics provides oil, petroleum products and petrochemicals transportation and storage and other related services to us and to others through pipelines, and maritime and land channels, as well as the sale of storage and management services; and
- Pemex Cogeneration and Services generates, supplies and sells electric and thermal energy generated in our industrial processes, including at our cogeneration plants, and provides technical services and management associated with these activities.

For further information about the legal framework governing the guarantors, including the modifications implemented and to be implemented pursuant to the Secondary Legislation, see "Item 4—Information on the Company—History and Development" in the Form 20-F. Copies of the Petróleos Mexicanos Law that took effect on October 7, 2014 will be available at the specified offices of Deutsche Bank Trust Company Americas and the paying agent and transfer agent in Luxembourg.

For information relating to the financial statements of the guarantors, see Note 27 to the 2015 financial statements and Note 4 to the June 2016 interim financial statements. As of the date of this prospectus, none of the guarantors publish their own financial statements.

DESCRIPTION OF THE NEW SECURITIES

General

This is a description of the material terms of the new securities and the indenture, which are incorporated by reference into this Listing Memorandum. Because this is a summary, it does not contain the complete terms of the new securities and the indenture, and may not contain all the information that you should consider before investing in the new securities. We urge you to closely examine and review the indenture and the new securities. See "Available Information" for information on how to obtain a copy. You may also inspect a copy of the indenture at the corporate trust office of the trustee, which is currently located at:

Deutsche Bank Trust Company Americas
Trust and Agency Services
60 Wall Street, 16th Floor
Mail Stop: 1630
New York, NY 10005
USA
Attn: Corporates Team, Petróleos Mexicanos
Facsimile: (732) 578-4635

With a copy to:

Deutsche Bank National Trust Company
for Deutsche Bank Trust Company Americas
Trust and Agency Services
100 Plaza One – 6th Floor
MSJCY03-0699
Jersey City, NJ 07311-3901
USA
Attn: Corporates Team, Petróleos Mexicanos
Facsimile: (732) 578-4635

and at the office of the Luxembourg paying and transfer agent, which is located at:

Deutsche Bank Luxembourg S.A.
2 Boulevard Konrad Adenauer
L-2115 Luxembourg
Ref: Coupon Paying Dept.
Fax: (352) 473136

Each series of the new securities is issued pursuant to the indenture. Pursuant to a guaranty agreement, dated as of July 29, 1996, the issuer's obligations are jointly and severally guaranteed by Pemex-Exploration and Production, Pemex-Refining and Pemex-Gas and Basic Petrochemicals. As of November 1, 2015, pursuant to (i) the Petróleos Mexicanos Law, (ii) the resolution adopted by the Board of Directors of Petróleos Mexicanos at the meeting held on November 18, 2014 and (iii) the creation resolutions corresponding to each of Pemex Exploration and Production, Pemex Industrial Transformation, Pemex Drilling and Services, Pemex Logistics and Pemex Cogeneration and Services that were approved by the Board of Directors of Petróleos Mexicanos on March 27, 2015, all of the rights and obligations of Pemex-Exploration and Production, Pemex-Refining and Pemex-Gas and Basic Petrochemicals under the guaranty agreement were automatically assumed by Pemex Exploration and

Production, Pemex Industrial Transformation, Pemex Drilling and Services, Pemex Logistics and Pemex Cogeneration and Services as a matter of Mexican law.

Accordingly, as of November 1, 2015, each of Pemex Exploration and Production, Pemex Industrial Transformation, Pemex Drilling and Services, Pemex Logistics and Pemex Cogeneration and Services is jointly and severally liable with the issuer for all payment obligations incurred by the issuer under any international financing agreement entered into by the issuer, pursuant to the guaranty agreement.

Prior to June 24, 2014, the issuer had entered into three supplements to the 2009 indenture—the first dated as of June 2, 2009, the second dated as of October 13, 2009 and the third dated as of April 10, 2012—relating to the appointment of agents, the terms of which are not material to the holders of the new securities.

On June 24, 2014, after obtaining the written consent of holders of a majority in aggregate principal amount outstanding of each series of securities issued pursuant to the indenture, including each series of the old securities, the issuer entered into a fourth supplement to the indenture that amended an event of default provision relating to its characterization as a legal entity under Mexican law and to its exclusive authority to participate on behalf of the Mexican Government in the oil and gas sector in Mexico. See "—Events of Default; Waiver and Notice—11. Control, dissolution, etc." below for a description of the amended event of default.

On October 15, 2014, the issuer entered into a fifth supplement to the indenture that established certain new terms of the debt securities issued on or after the date of the fifth supplemental indenture, which are not material to the holders of the new securities.

On December 8, 2015, the issuer entered into a sixth supplement to the indenture relating to the appointment of additional agents, the terms of which are not material to the holders of the new securities.

On June 14, 2016, the issuer entered into a seventh supplement to the indenture relating to the appointment of additional agents, the terms of which are not material to the holders of the new securities.

The form and terms of the new securities of each series are identical in all material respects to the form and terms of the corresponding series of old securities already listed on the Euro MTF market, except that:

- the new securities will not bear legends restricting their transfer;
- holders of the new securities will not receive some of the benefits of the exchange and registration rights agreements that we entered into when we issued the old securities; and
- we did not issue the new securities under our medium-term note program.

We will issue the new securities only in fully registered form, without coupons and in denominations of U.S. $10,000 and integral multiples of U.S. $1,000 in excess thereof.

The new securities will mature on:

- July 23, 2020, in the case of the 2020 new securities.
- January 15, 2025, in the case of the 2025 new securities.

- January 23, 2026, in the case of the 2026 new securities.
- June 27, 2044, in the case of the 2044 new securities.
- January 23, 2046, in the case of the 2046 new securities.

The 2020 new securities will accrue interest at 3.500% per year. We will pay interest on the 2020 new securities on January 23 and July 23 of each year.

The 2025 new securities will accrue interest at 4.250% per year. We will pay interest on the 2024 new securities on January 15 and July 15 of each year.

The 2026 new securities will accrue interest at 4.500% per year. We will pay interest on the 2026 new securities on January 23 and July 23 of each year.

The 2044 new securities will accrue interest at 5.50% per year. We will pay interest on the 2044 new securities on June 27 and December 27 of each year.

The 2046 new securities will accrue interest at 5.625% per year. We will pay interest on the 2046 new securities on January 23 and July 23 of each year.

We will compute the amount of each interest payment on the basis of a 360-day year consisting of twelve 30-day months.

Consolidation

The U.S. $1,499,855,000 principal amount of the 2044 exchange offer securities that we issued on March 28, 2016 upon the consummation of the SEC Registered Exchange Offers have been consolidated to form a single series with, and are fully fungible with, (i) the U.S. $5,000,000 principal amount of our outstanding 2044 3(a)(9) securities that we issued on March 28, 2016 pursuant to our 3(a)(9) Exchange Offer and (ii) the U.S. $2,745,000,000 principal amount of our outstanding 5.50% Bonds due 2044 that we issued pursuant to the exchange offers that we completed on September 2012, August 2013 and October 2014, bringing the aggregate amount outstanding of that series to U.S. $4,249,855,000.

Principal and Interest Payments

We will make payments of principal of and interest on the new securities represented by a global security by wire transfer of U.S. dollars to DTC or to its nominee as the registered owner of the new securities, which will receive the funds for distribution to the holders. We expect that the holders will be paid in accordance with the procedures of DTC and its participants. Neither we nor the trustee or any paying agent shall have any responsibility or liability for any of the records of, or payments made by, DTC or its nominee.

If the new securities are represented by definitive securities, we will make interest and principal payments to you, as a holder, by wire transfer if:

- you own at least U.S. $10,000,000 aggregate principal amount of securities; and

- not less than 15 days before the payment date, you notify the trustee of your election to receive payment by wire transfer and provide it with your bank account information and wire transfer instructions;

or if:

- we are making the payments at maturity; and

- you surrender the securities at the corporate trust office of the trustee or at the offices of the other paying agents that we appoint pursuant to the indenture.

If we do not pay interest by wire transfer for any reason, we will, subject to applicable laws and regulations, mail a check to you on or before the due date for the payment at your address as it appears on the register maintained by the trustee on the applicable record date.

We will pay interest payable on the new securities, other than at maturity, to the registered holders at the close of business on the 15th day (whether or not a business day) (a regular record date) before the due date for the payment. Should we not make punctual interest payments, such payments will no longer be payable to the holders of the new securities on the regular record date. Under such circumstances, we may either:

- pay interest to the persons in whose name the new securities are registered at the close of business on a special record date for the payment of defaulted interest. The trustee will fix the special record date and will provide notice of that date to the holders of the new securities not less than ten days before the special record date; or

- pay interest in any other lawful manner not inconsistent with the requirements of any securities exchange on which the new securities are then listed.

Interest payable at maturity will be payable to the person to whom principal of the securities is payable.

If any money that the issuer or a guarantor pays to the trustee for principal or interest is not claimed at the end of two years after the payment was due and payable, the trustee will repay that amount to the issuer upon its written request. After that repayment, the trustee will not have any further liability with respect to the payment. However, the issuer's obligation to pay the principal of and interest on the new securities, and the obligations of the guarantors on their respective guaranties with respect to that payment, will not be affected by that repayment. Unless otherwise provided by applicable law, your right to receive payment of principal of any security (whether at maturity or otherwise) or interest will become void at the end of five years after the due date for that payment.

If the due date for the payment of principal, interest or additional amounts with respect to any security falls on a Saturday or Sunday or another day on which the banks in New York are authorized to be closed, then holders will have to wait until the next business day to receive payment. You will not be entitled to any extra interest or payment as a result of that delay.

Paying and Transfer Agents

We will pay principal of the new securities, and holders of the new securities may present them for registration of transfer or exchange, at:

- the corporate trust office of the trustee;
- the office of the Luxembourg paying and transfer agent; or
- the office of any other paying agent or transfer agent that we appoint.

With certain limitations that are detailed in the indenture, we may, at any time, change or end the appointment of any paying agent or transfer agent with or without cause. We may also appoint another, or additional, paying agent or transfer agent, as well as approve any change in the specified offices through which those agents act. In any event, however:

- at all times we must maintain a paying agent, transfer agent and registrar in New York, New York, and
- if and for as long as the new securities are traded on the Euro MTF market of the Luxembourg Stock Exchange, and if the rules of that stock exchange require, we must have a paying agent and a transfer agent in Luxembourg.

We have initially appointed the trustee at its corporate trust office as principal paying agent, transfer agent, authenticating agent and registrar for all of the new securities. The trustee will keep a register in which we will provide for the registration of transfers of the new securities.

We will give you notice of any of these terminations or appointments or changes in the offices of the agents in accordance with "—Notices" below.

Guaranties

Guaranties. In a guaranty agreement dated July 29, 1996, which we refer to as the "guaranty agreement," among the issuer and the guarantors, each of the guarantors will be jointly and severally liable with the issuer for all payment obligations incurred by the issuer under any international financing agreement entered into by the issuer. This liability extends only to those payment obligations that the issuer designates as being entitled to the benefit of the guaranty agreement in a certificate of designation.

The issuer has designated the indenture and the new securities as benefiting from the guaranty agreement in certificates of designation dated October 15, 2014 and January 23, 2015. Accordingly, each of the guarantors will be unconditionally liable for the payment of the principal of and interest on the new securities as and when they become due and payable, whether at maturity, by declaration of acceleration or otherwise. Under the terms of the guaranty agreement, each guarantor will be jointly and severally liable for the full amount of each payment under the new securities. Although the guaranty agreement may be terminated in the future, the guaranties will remain in effect with respect to all agreements designated prior to such termination until all amounts payable under such agreements have been paid in full, including, with respect to the new securities, the entire principal thereof and interest thereon. Any amendment to the guaranty agreement which would affect the rights of any party to or beneficiary of any designated international financing agreement (including the new securities and the indenture) will be valid only with the consent of each such party or beneficiary (or percentage of parties or beneficiaries) as would be required to amend such agreement.

Ranking of the New Securities and Guaranties

The new securities will be direct, unsecured and unsubordinated public external indebtedness of the issuer. All of the new securities will be equal in the right of payment with each other.

The payment obligations of the issuer under the new securities will rank equally with all of its other present and future unsecured and unsubordinated public external indebtedness for borrowed money. The guaranty of the new securities by each guarantor will be direct, unsecured and unsubordinated public external indebtedness of such guarantor and will rank equal in the right of payment with each other and with all other present and future unsecured and unsubordinated public external indebtedness for borrowed money of such guarantor.

The new securities are not obligations of, or guaranteed by, the Mexican Government.

Additional Amounts

When the issuer or one of the guarantors makes a payment on the new securities or its respective guaranty, we may be required to deduct or withhold present or future taxes, assessments or other governmental charges imposed by Mexico or a political subdivision or taxing authority of or in Mexico ("Mexican withholding taxes"). If this happens, the issuer, or in the case of a payment by a guarantor, the applicable guarantor, will pay the holders of the new securities of the relevant series such additional amounts as may be necessary to insure that every net payment made by the issuer or a guarantor in respect of the new securities of each series, after deduction or withholding for Mexican withholding taxes, will not be less than the amount actually due and payable on such securities. However, this obligation to pay additional amounts will not apply to:

1. any Mexican withholding taxes that would not have been imposed or levied on a holder of securities were there not some past or present connection between the holder and Mexico or any of its political subdivisions, territories, possessions or areas subject to its jurisdiction, including, but not limited to, that holder:

    - being or having been a citizen or resident of Mexico;

    - maintaining or having maintained an office, permanent establishment or branch in Mexico; or

    - being or having been present or engaged in trade or business in Mexico, except for a connection arising solely from the mere ownership of, or the receipt of payment under, the new securities;

2. any estate, inheritance, gift, sales, transfer, personal property or similar tax, assessment or other governmental charge;

3. any Mexican withholding taxes that are imposed or levied because the holder failed to comply with any certification, identification, information, documentation, declaration or other reporting requirement that is imposed or required by a statute, treaty, regulation, general rule or administrative practice as a precondition to exemption from, or reduction in the rate of, the imposition, withholding or deduction of any Mexican withholding taxes, but only if we have given written notice to the trustee with respect to these reporting requirements at least 60 days before:

    - the first payment date to which this paragraph (3) applies; and

    - in the event the requirements change, the first payment date after a change in the reporting requirements to which this paragraph (3) applies;

4. any Mexican withholding taxes imposed at a rate greater than 4.9%, if a holder has failed to provide, on a timely basis at our reasonable request, any information or documentation (not included in paragraph (3) above) concerning the holder's eligibility, if any, for benefits under an income tax treaty to which Mexico is a party that is necessary to determine the appropriate deduction or withholding rate of Mexican withholding taxes under that treaty;

5. any Mexican withholding taxes that would not have been imposed if the holder had presented its security for payment within 15 days after the date when the payment became due and payable or the date payment was provided for, whichever is later;

6. any payment to a holder who is a fiduciary, partnership or someone other than the sole beneficial owner of the payment, to the extent that the beneficiary or settlor with respect to the fiduciary, a member of the partnership or the beneficial owner of the payment would not have been entitled to the payment of the additional amounts had the beneficiary, settlor, member or beneficial owner actually been the holder of the security; or

7. a security presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant security to another paying and transfer agent in a member state of the European Union.

All references in this Listing Memorandum to principal of and interest on new securities, unless the context otherwise requires, mean and include all additional amounts, if any, payable on the new securities.

The limitations contained in paragraphs (3) and (4) above will not apply if the reporting requirements described in those paragraphs would be materially more onerous, in form, procedure or the substance of the information disclosed, to the holder or beneficial owner of the new securities, than comparable information or other applicable reporting requirements under U.S. federal income tax law (including the United States-Mexico income tax treaty, as defined under "Taxation" below), enacted or proposed regulations and administrative practice. When looking at the comparable burdens, we will take into account the relevant differences between U.S. and Mexican law, regulations and administrative practice.

In addition, paragraphs (3) and (4) above will not apply if Article 166, Section II, paragraph a) of the *Ley del Impuesto sobre la Renta* (Mexican Income Tax Law), or a substantially similar future rule, is in effect, unless:

- the reporting requirements in paragraphs (3) and (4) above are expressly required by statute, regulation, general rules or administrative practice in order to apply Article 166, Section II, paragraph a) or a substantially similar future rule, and we cannot get the necessary information or satisfy any other reporting requirements on our own through reasonable diligence and we would otherwise meet the requirements to apply Article 166, Section II, paragraph a) or a substantially similar future rule; or

- in the case of a holder or beneficial owner of a security that is a pension fund or other tax-exempt organization, if that entity would be subject to a lesser Mexican withholding tax than provided in Article 166, Section II, paragraph a) if the information required in paragraph (4) above were furnished.

We will not interpret paragraph (3) or (4) above to require a non-Mexican pension or retirement fund, a non-Mexican tax-exempt organization or a non-Mexican financial institution or any other holder or beneficial owner of the new securities to register with the Ministry of Finance and Public Credit for the purpose of establishing eligibility for an exemption from or reduction of Mexican withholding taxes.

Upon written request, we will provide the trustee, the holders and the paying agent with a certified or authenticated copy of an original receipt of the payment of Mexican withholding taxes which the issuer or a guarantor has withheld or deducted from any payments made under or with respect to the new securities or the guaranties, as the case may be.

If we pay additional amounts with respect to the new securities that are based on rates of deduction or withholding of Mexican withholding taxes that are higher than the applicable rate, and the holder is entitled to make a claim for a refund or credit of this excess, then by accepting the security, the holder shall be deemed to have assigned and transferred all right, title and interest to any claim for a refund or credit of this excess to the issuer or the applicable guarantor, as the case may be. However, by making this assignment, you do not promise that we will be entitled to that refund or credit and you will not incur any other obligation with respect to that claim.

Tax Redemption

The issuer has the option to redeem any or all series of new securities, in whole but not in part, at par at any time, together with interest accrued to, but excluding, the date fixed for redemption, if:

1. the issuer certifies to the trustee immediately prior to giving the notice that the issuer or a guarantor has or will become obligated to pay greater additional amounts than the issuer or such guarantor would have been obligated to pay if payments (including payments of interest) on the new securities or payments under the guaranties with respect to the new securities were subject to withholding tax at a rate of 10%, because of a change in, or amendment to, or lapse of, the laws, regulations or rulings of Mexico or any of its political subdivisions or taxing authorities affecting taxation, or any change in, or amendment to, an official interpretation or application of such laws, regulations or rulings, that becomes effective on or after the date of original issuance of the series of old securities corresponding to the series of the new securities to be redeemed; and

2. before publishing any notice of redemption, the issuer delivers to the trustee a certificate signed by the issuer stating that the issuer or the applicable guarantor cannot avoid the obligation referred to in paragraph (1) above, despite taking reasonable measures available to it. The trustee is entitled to accept this certificate as sufficient evidence of the satisfaction of the requirements of paragraph (1) above.

We can exercise our redemption option by giving the holders of the new securities irrevocable notice not less than 30 but not more than 60 days before the date of redemption. Once accepted, a notice of redemption will be conclusive and binding on the holders of the new securities of the relevant series. We may not give a notice of redemption earlier than 90 days before the earliest date on which the issuer or a guarantor would have been obligated to pay additional amounts as described in paragraph (1) above, and at the time we give that notice, our obligation to pay additional amounts must still be in effect.

Redemption of the New Securities at the Option of the Issuer

The issuer will have the right at its option to redeem any or all series of the new securities, in whole or in part, at any time or from time to time prior to their maturity, at a redemption price equal to the

principal amount thereof, plus the applicable Make-Whole Amount (as defined below), plus accrued interest on the principal amount of the new securities to be redeemed to the date of redemption. "Make-Whole Amount" means the excess of (i) the sum of the present values of each remaining scheduled payment of principal and interest on the new securities to be redeemed (exclusive of interest accrued to the date of redemption), discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 35 basis points (for the 2020 new securities), 30 basis points (for the 2025 new securities), 40 basis points (for the 2026 new securities), 50 basis points (for the 2044 new securities) or 50 basis points (for the 2046 new securities) over (ii) the principal amount of the new securities to be redeemed.

For this purpose:

"*Treasury Rate*" means, with respect to any redemption date and series of securities, the rate per annum equal to the semiannual equivalent yield to maturity or interpolated maturity of the applicable Comparable Treasury Issue, assuming a price for that Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price of the Comparable Treasury Issue for such redemption date.

"*Comparable Treasury Issue*" means, with respect to a series of securities to be redeemed, the United States Treasury security or securities selected by an Independent Investment Banker (as defined below) as having an actual or interpolated maturity comparable to the remaining term of those securities that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of those securities.

"*Independent Investment Banker*" means one of the Reference Treasury Dealers (as defined below) appointed by the issuer.

"*Comparable Treasury Price*" means, with respect to any redemption date and series of new securities, the average of the applicable Reference Treasury Dealer Quotations (as defined below) for such redemption date.

"*Reference Treasury Dealer*" means (1) in the case of the 2020 new securities, the 2026 new securities and the 2046 new securities, each of Citigroup Global Markets Inc., HSBC Securities (USA) Inc. and Morgan Stanley & Co. LLC or their affiliates which are primary United States government securities dealers, and their respective successors; (2) in the case of the 2025 new securities, each of J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated or their affiliates which are primary United States government securities dealers, and their respective successors, and three other primary United States government securities dealers in the City of New York designated by the issuer; and (3) in the case of the 2044 new securities, each of Barclays Capital Inc., J.P. Morgan Securities LLC, Santander Investment Securities Inc. and Banco Bilbao Vizcaya Argentaria, S.A. or their affiliates which are primary United States government securities dealers, and their respective successors; provided that if any of the foregoing shall cease to be a primary U.S. government securities dealer in The City of New York (a "Primary Treasury Dealer"), the issuer will substitute for it another Primary Treasury Dealer.

"*Reference Treasury Dealer Quotation*" means, with respect to each applicable Reference Treasury Dealer and any redemption date, the average, as determined by the trustee, of the bid and asked prices for the applicable Comparable Treasury Issue (expressed in each case as a

percentage of its principal amount) quoted in writing to the trustee by such Reference Treasury Dealer at 3:30 p.m. New York City time on the third business day preceding that redemption date.

Negative Pledge

The issuer will not create or permit to exist, and will not allow its subsidiaries or the guarantors or any of their respective subsidiaries to create or permit to exist, any security interest in their crude oil or receivables in respect of crude oil to secure:

- any of its or their public external indebtedness;
- any of its or their guarantees in respect of public external indebtedness; or
- the public external indebtedness or guarantees in respect of public external indebtedness of any other person;

without at the same time or prior thereto securing the new securities of each series equally and ratably by the same security interest or providing another security interest for the new securities as shall be approved by the holders of at least 66 2/3% in aggregate principal amount of the outstanding (as defined in the indenture) securities of each affected series.

However, the issuer and its subsidiaries, and the guarantors and their respective subsidiaries, may create or permit to subsist a security interest upon its or their crude oil or receivables in respect of crude oil if:

1. on the date the security interest is created, the total of:
   - the amount of principal and interest payments secured by oil receivables due during that calendar year under receivable financings entered into on or before that date; plus
   - the total revenues in that calendar year from the sale of crude oil or natural gas transferred, sold, assigned or disposed of in forward sales that are not government forward sales entered into on or before that date; plus
   - the total amount of payments of the purchase price of crude oil, natural gas or petroleum products foregone in that calendar year as a result of all advance payment arrangements entered into on or before that date;

   is not greater than U.S. $4,000,000,000 (or its equivalent in other currencies) minus the amount of government forward sales in that calendar year;
2. the total outstanding amount in all currencies at any one time of all receivables financings, forward sales (other than government forward sales) and advance payment arrangements is not greater than U.S. $12,000,000,000 (or its equivalent in other currencies); and
3. the issuer furnishes a certificate to the trustee certifying that, on the date of the creation of the security interest, there is no default under any of the financing documents that are identified in the indenture resulting from a failure to pay principal or interest.

For a more detailed description of paragraph (3) above, you may look to the indenture.

The negative pledge does not restrict the creation of security interests over any assets of the issuer or its subsidiaries or of the guarantors or any of their respective subsidiaries other than crude oil and receivables in respect of crude oil. Under Mexican law, all domestic reserves of crude oil belong to Mexico and not to PEMEX, but the issuer (together with the guarantors) has been established with the purpose of exploiting the Mexican petroleum and gas reserves, including the production of oil and gas, oil products and petrochemicals.

In addition, the negative pledge does not restrict the creation of security interests to secure obligations of the issuer, the guarantors or their subsidiaries payable in pesos. Further, the negative pledge does not restrict the creation of security interests to secure any type of obligation (e.g., commercial bank borrowings) regardless of the currency in which it is denominated, other than obligations similar to the new securities (e.g., issuances of debt securities).

Events of Default; Waiver and Notice

If an event of default occurs and is continuing with respect to any series of new securities, then the trustee, if so requested in writing by holders of at least one-fifth in principal amount of the outstanding securities of that series, shall give notice to the issuer that the securities of that series are, and they shall immediately become, due and payable at their principal amount together with accrued interest. Each of the following is an "event of default" with respect to a series of new securities:

1. *Non-Payment*: any payment of principal of any of the securities of that series is not made when due and the default continues for seven days after the due date, or any payment of interest on the securities of that series is not made when due and the default continues for fourteen days after the due date;

2. *Breach of Other Obligations*: the issuer fails to perform, observe or comply with any of its other obligations under the securities of that series, which cannot be remedied, or if it can be remedied, is not remedied within 30 days after the trustee gives written notice of the default to the issuer and the guarantors;

3. *Cross-Default:* the issuer or any of its material subsidiaries (as defined in "—Certain Definitions" below) or any of the guarantors or any of their respective material subsidiaries defaults in the payment of principal of or interest on any of their public external indebtedness or on any public external indebtedness guaranteed by them in an aggregate principal amount exceeding U.S. $40,000,000 or its equivalent in other currencies, and such default continues past any applicable grace period;

4. *Enforcement Proceedings:* any execution or other legal process is enforced or levied on or against any substantial part of the property, assets or revenues of the issuer or any of its material subsidiaries or any of the guarantors or any of their respective material subsidiaries, and that execution or other process is not discharged or stayed within 60 days;

5. *Security Enforced*: an encumbrancer takes possession of, or a receiver, manager or other similar officer is appointed for, all or any substantial part of the property, assets or revenues of the issuer or any of its material subsidiaries or any of the guarantors or any of their respective material subsidiaries;

6. The issuer or any of its material subsidiaries or any of the guarantors or any of their respective material subsidiaries:

   - becomes insolvent;

   - is generally not able to pay its debts as they mature;

   - applies for, or consents to or permits the appointment of, an administrator, liquidator, receiver or similar officer of it or of all or any substantial part of its property, assets or revenues;

   - institutes any proceeding under any law for a readjustment or deferment of all or a part of its obligations for bankruptcy, *concurso mercantil*, reorganization, dissolution or liquidation;

   - makes or enters into a general assignment, arrangement or composition with, or for the benefit of, its creditors; or

   - stops or threatens to cease carrying on its business or any substantial part thereof;

7. *Winding Up*: an order is entered for, or the issuer or any of its material subsidiaries or any of the guarantors or any of their respective material subsidiaries passes an effective resolution for, winding up any such entity;

8. *Moratorium*: a general moratorium is agreed or declared with respect to any of the external indebtedness of the issuer or any of its material subsidiaries or any of the guarantors or any of their respective material subsidiaries;

9. *Authorizations and Consents*: the issuer or any of the guarantors does not take, fulfill or obtain, within 30 days of its being so required, any action, condition or thing (including obtaining or effecting of any necessary consent, approval, authorization, exemption, filing, license, order, recording or registration) that is required in order to:

   - enable the issuer lawfully to enter into, exercise its rights and perform and comply with its obligations under the securities of that series and the indenture;

   - enable any of the guarantors lawfully to enter into, perform and comply with its obligations under the guaranty agreement relating to the securities of that series, the related guaranties or the indenture; and

   - ensure that the obligations of the issuer and the guarantors under the new securities, the indenture and the guaranty agreement are legally binding and enforceable;

10. *Illegality*: it is or becomes unlawful for:

    - the issuer to perform or comply with one or more of its obligations under the securities of that series or the indenture; or

    - any of the guarantors to perform or comply with any of its obligations under the guaranty agreement relating to the securities of that series or the indenture;

11. *Control, dissolution, etc.*: the issuer ceases to be a public-sector entity of the Mexican Government or the Mexican Government otherwise ceases to control the issuer or any guarantor; or the issuer or any of the guarantors is dissolved, disestablished or suspends its operations, and that dissolution, disestablishment or suspension is material in relation to the business of the issuer and the guarantors taken as a whole; or the issuer, the guarantors and entities that they control cease to be, in the aggregate, the primary public-sector entities that conduct on behalf of Mexico the activities of exploration, extraction, refining, transportation, storage, distribution and first-hand sale of crude oil and exploration, extraction, production and first-hand sale of gas; for purposes of this event of default, the term "primary" refers to the production of at least 75% of the barrels of oil equivalent of crude oil and gas produced by public-sector entities in Mexico;

12. *Disposals*:

    (A) the issuer ceases to carry on all or a substantial part of its business, or sells, transfers or otherwise voluntarily or involuntarily disposes of all or substantially all of its assets, either by one transaction or a series of related or unrelated transactions, other than:

    - solely in connection with the implementation of the Petróleos Mexicanos Law that took effect on November 29, 2008; or

    - to a guarantor; or

    (B) any guarantor ceases to carry on all or a substantial part of its business, or sells, transfers or otherwise voluntarily or involuntarily disposes of all or substantially all of its assets, either by one transaction or a series of related or unrelated transactions, and that cessation, sale, transfer or other disposal is material in relation to the business of the issuer and the guarantors taken as a whole;

13. *Analogous Events*: any event occurs which under the laws of Mexico has an analogous effect to any of the events referred to in paragraphs (4) to (7) above; or

14. *Guaranties*: the guaranty agreement is not in full force and effect or any of the guarantors claims that it is not in full force and effect.

If any event of default results in the acceleration of the maturity of the new securities of any series, the holders of a majority in aggregate principal amount of the outstanding securities of that series may rescind and annul that acceleration at any time before the trustee obtains a judgment for the payment of the money due based on that acceleration. Prior to the rescission and annulment, however, all events of default, other than nonpayment of the principal of the securities of that series which became due only because of the declaration of acceleration, must have been cured or waived as provided for in the indenture.

Under the indenture, the holders of the securities of the relevant series must agree to indemnify the trustee before the trustee is required to exercise any right or power under the indenture at the request of the holders of the securities of that series. The trustee is entitled to this indemnification; *provided* that its actions are taken with the requisite standard of care during an event of default. The holders of a majority in principal amount of the securities of a series may direct the time, method and place of conducting any proceedings for remedies available to the trustee or exercising any trust or power given to the trustee with respect to the securities of that series. However, the trustee may refuse to follow any

direction that conflicts with any law and the trustee may take other actions that are not inconsistent with the holders' direction.

No holder of any security may institute any proceeding with respect to the indenture or any remedy under the indenture, unless:

1. that holder has previously given written notice to the trustee of a continuing event of default;

2. the holders of at least 20% in aggregate principal amount of the outstanding securities of the relevant series have made a written request to the trustee to institute proceedings relating to the event of default;

3. those holders have offered to the trustee reasonable indemnity against any costs, expenses or liabilities it might incur;

4. the trustee has failed to institute the proceeding within 60 days after receiving the written notice; and

5. during the 60-day period in which the trustee has failed to take action, the holders of a majority in principal amount of the outstanding securities of the relevant series have not given any direction to the trustee which is inconsistent with the written request.

These limitations do not apply to a holder who institutes a suit for the enforcement of the payment of principal of or interest on a security on or after the due date for that payment.

The holders of a majority in principal amount of the outstanding securities of a series may, on behalf of the holders of all securities of that series waive any past default and any event of default arising therefrom; *provided* that a default not theretofore cured in the payment of the principal of or premium or interest on the securities of that series or in respect of a covenant or provision in the indenture the modification of which would constitute a reserved matter (as defined below), may be waived only by a percentage of holders of outstanding securities of that series that would be sufficient to effect a modification, amendment, supplement or waiver of such matter.

The issuer is required to furnish annually to the trustee a statement regarding the performance of its obligations and the guarantors' obligations under the indenture and any default in that performance.

Purchase of New Securities

The issuer or any of the guarantors may at any time purchase the new securities of any series at any price in the open market, in privately negotiated transactions or otherwise. Securities so purchased by the issuer or any guarantor shall be surrendered to the trustee for cancellation.

Further Issues

We may, without your consent, issue additional securities that have the same terms and conditions as any series of new securities or the same except for the issue price, the issue date and the amount of the first payment of interest, which additional securities may be made fungible with the securities of that series; *provided* that such additional securities do not have, for the purpose of U.S. federal income taxation, a greater amount of original issue discount than the securities of the relevant series have as of the date of the issue of the additional securities.

Modification and Waiver

The issuer and the trustee may modify, amend or supplement the terms of the new securities of any series or the indenture in any way, and the holders of a majority in aggregate principal amount of the new securities of any series may make, take or give any request, demand, authorization, direction, notice, consent, waiver or other action that the indenture or the new securities allow a holder to make, take or give, when authorized:

- at a meeting of holders that is properly called and held by the affirmative vote, in person or by proxy (authorized in writing), of the holders of a majority in aggregate principal amount of the outstanding securities of that series that are represented at the meeting; or

- with the written consent of the holders of the majority (or of such other percentage as stated in the text of the new securities with respect to the action being taken) in aggregate principal amount of the outstanding securities of that series.

However, without the consent of the holders of not less than 75% in aggregate principal amount of the outstanding securities of each series affected thereby, no action may:

1. change the governing law with respect to the indenture, the guaranty, the subsidiary guaranties or the securities of that series;

2. change the submission to jurisdiction of New York courts, the obligation to appoint and maintain an authorized agent in the Borough of Manhattan, New York City or the waiver of immunity provisions with respect to the securities of that series;

3. amend the events of default in connection with an exchange offer for the securities of that series;

4. change the ranking of the securities of that series; or

5. change the definition of "outstanding" with respect to the securities of that series.

Further, without (A) the consent of each holder of outstanding securities of each series affected thereby or (B) the consent of the holders of not less than 75% in aggregate principal amount of the outstanding securities of each series affected thereby, and (in the case of this clause (B) only) the certification by the issuer to the trustee that the modification, amendment, supplement or waiver is sought in connection with a general restructuring (as defined below) by Mexico, no such modification, amendment or supplement may:

1. change the due date for any payment of principal (if any) of or premium (if any) or interest on securities of that series;

2. reduce the principal amount of the securities of that series, the portion of the principal amount that is payable upon acceleration of the maturity of the securities of that series, the interest rate on the securities of that series or the premium (if any) payable upon redemption of the securities of that series;

3. shorten the period during which the issuer is not permitted to redeem the securities of that series or permit the issuer to redeem the securities of that series prior to maturity, if, prior to such action, the issuer is not permitted to do so except as permitted in each case under

"—Tax Redemption" and "—Redemption of the New Securities at the Option of the Issuer" above;

4. change U.S. dollars as the currency in which, or change the required places at which, payment with respect to principal of or interest on the securities of that series is payable;

5. modify the guaranty agreement in any manner adverse to the holder of any of the securities of that series;

6. change the obligation of the issuer or any guarantor to pay additional amounts on the securities of that series;

7. reduce the percentage of the principal amount of the securities of that series, the vote or consent of the holders of which is necessary to modify, amend or supplement the indenture or the securities of that series or the related guaranties or take other action as provided therein; or

8. modify the provisions in the indenture relating to waiver of compliance with certain provisions thereof or waiver of certain defaults, or change the quorum requirements for a meeting of holders of the securities of that series, in each case except to increase any related percentage or to provide that certain other provisions of the indenture cannot be modified or waived without the consent of the holder of each outstanding security of that series affected by such action.

Holders of the securities of a series and any old securities of the corresponding series remaining outstanding will vote together as a single class with respect to all matters affecting them both.

A "general restructuring" by Mexico means a request made by Mexico for one or more amendments or one or more exchange offers by Mexico, each of which affects a matter that would (if made to a term or condition of the new securities) constitute any of the matters described in clauses 1 through 8 in the second preceding paragraph or clauses 1 through 5 of the third preceding paragraph (each of which we refer to as a "reserved matter"), and that applies to either (1) at least 75% of the aggregate principal amount of outstanding external market debt of Mexico that will become due and payable within a period of five years following the date of such request or exchange offer or (2) at least 50% of the aggregate principal amount of external market debt of Mexico outstanding at the date of such request or exchange offer. For the purposes of determining the existence of a general restructuring, the principal amount of external market debt that is the subject of any such request for amendment by Mexico shall be added to the principal amount of external market debt that is the subject of a substantially contemporaneous exchange offer by Mexico. As used here, "external market debt" means indebtedness of the Mexican Government (including debt securities issued by the Mexican Government) which is payable or at the option of its holder may be paid in a currency other than the currency of Mexico, excluding any such indebtedness that is owed to or guaranteed by multilateral creditors, export credit agencies and other international or governmental institutions.

In determining whether the holders of the requisite principal amount of the outstanding securities of a series have consented to any amendment, modification, supplement or waiver, whether a quorum is present at a meeting of holders of the outstanding securities of a series or the number of votes entitled to be cast by each holder of a security regarding the security at any such meeting, securities owned, directly or indirectly, by Mexico or any public sector instrumentality of Mexico (including the issuer or any guarantor) shall be disregarded and deemed not to be outstanding, except that, in determining whether the trustee shall be protected in relying upon any such consent, amendment, modification, supplement or

waiver, only securities which a responsible officer of the trustee actually knows to be owned in this manner shall be disregarded. As used in this paragraph, "public sector instrumentality" means Banco de México, any department, ministry or agency of the Mexican Government or any corporation, trust, financial institution or other entity owned or controlled by the Mexican Government or any of the foregoing, and "control" means the power, directly or indirectly, through the ownership of voting securities or other ownership interests or otherwise, to direct the management of or elect or appoint a majority of the board of directors or other persons performing similar functions instead of, or in addition to, the board of directors of a corporation, trust, financial institution or other entity.

The issuer and the trustee may, without the vote or consent of any holder of the securities of a series, modify or amend the indenture or the securities of that series for the purpose of:

1. adding to the covenants of the issuer for the benefit of the holders of the securities of that series;

2. surrendering any right or power conferred upon the issuer;

3. securing the securities of that series as required in the indenture or otherwise;

4. curing any ambiguity or curing, correcting or supplementing any defective provision of the indenture or the securities of that series or the guaranties;

5. amending the indenture or the securities of that series in any manner which the issuer and the trustee may determine and that will not adversely affect the rights of any holder of the securities of that series in any material respect;

6. reflecting the succession of another corporation to the issuer and the successor corporation's assumption of the covenants and obligations of the issuer, as the case may be, under the securities of that series and the indenture; or

7. modifying, eliminating or adding to the provisions of the indenture to the extent necessary to qualify the indenture under the Trust Indenture Act or under any similar U.S. federal statute enacted in the future or adding to the indenture any additional provisions that are expressly permitted by the Trust Indenture Act.

The consent of the holders is not necessary under the indenture to approve the particular form of any proposed amendment, modification, supplement or waiver. It is sufficient if the consent approves the substance of the proposed amendment, modification, supplement or waiver. After an amendment, modification, supplement or waiver under the indenture becomes effective, we will send to the holders of the affected securities or publish a notice briefly describing the amendment, modification, supplement or waiver. However, the failure to give this notice to all the holders of the relevant securities, or any defect in the notice, will not impair or affect the validity of the amendment, modification, supplement or waiver.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee or stockholder of the issuer or any of the guarantors will have any liability for any obligations of the issuer or any of the guarantors under the new securities, the indenture or the guaranty agreement or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder, by accepting its securities, waives and releases all such liability. The waiver and release are part of the consideration for issuance of the new securities. This waiver may not be

effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.

Governing Law, Jurisdiction and Waiver of Immunity

The new securities and the indenture will be governed by, and construed in accordance with, the laws of the State of New York, except that authorization and execution of the new securities and the indenture by the issuer will be governed by the laws of Mexico. The payment obligations of the guarantors under the guaranty agreement will be governed by and construed in accordance with the laws of the State of New York.

The issuer and each of the guarantors have appointed the Consul General of Mexico in New York (the Consul General) as their authorized agent for service of process in any action based on the new securities that a holder may institute in any federal court (or, if jurisdiction in federal court is not available, state court) in the Borough of Manhattan, The City of New York by the holder of any security, and the issuer, each guarantor and the trustee have submitted to the jurisdiction of any such courts in respect of any such action and will irrevocably waive any objection which it may now or hereafter have to the laying of venue of any such action in any such court, and the issuer and each of the guarantors will waive any right to which it may be entitled on account of residence or domicile.

The issuer and each of the guarantors reserve the right to plead sovereign immunity under the Immunities Act in actions brought against them under U.S. federal securities laws or any state securities laws, and the issuer and each of the guarantors' appointment of the Consul General as their agent for service of process does not include service of process for these types of actions. Without the issuer and each of the guarantors' waiver of immunity regarding these actions, you will not be able to obtain a judgment in a U.S. court against any of them unless such a court determines that the issuer or a guarantor is not entitled to sovereign immunity under the Immunities Act. However, even if you obtain a U.S. judgment under the Immunities Act, you may not be able to enforce this judgment in Mexico. Moreover, you may not be able to execute on the issuer or any of the guarantors' property in the United States to enforce a judgment except under the limited circumstances specified in the Immunities Act.

Pursuant to Article 3 of the *Código Federal de Procedimientos Civiles* (Federal Code of Civil Procedure) and other applicable laws of Mexico, neither the issuer nor any guarantor is entitled to any immunity, whether on the grounds of sovereign immunity or otherwise, from any legal proceedings (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) to enforce or collect upon this Listing Memorandum or any other liability or obligation of the issuer and/or each of the guarantors related to or arising from the transactions contemplated hereby or thereby in respect of itself or its property, subject to certain restrictions pursuant to applicable law, including (i) the adoption of the Petróleos Mexicanos Law, the Hydrocarbons Law and any other new law or regulation or (ii) any amendment to, or change in the interpretation or administration of, any existing law or regulation, in each case, pursuant to or in connection with the Energy Reform Decree, by any governmental authority in Mexico with oversight or authority over the issuer or the guarantors.

Therefore, under certain circumstances, a Mexican court may not enforce a judgment against the issuer or any of the guarantors.

Meetings

The indenture has provisions for calling a meeting of the holders of the new securities. Under the indenture, the trustee may call a meeting of the holders of any series of securities at any time. The issuer

or holders of at least 10% of the aggregate principal amount of the outstanding securities of a series may also request a meeting of the holders of such securities by sending a written request to the trustee detailing the proposed action to be taken at the meeting.

At any meeting of the holders of a series of securities to act on a matter that is not a reserved matter, a quorum exists if the holders of a majority of the aggregate principal amount of the outstanding securities of that series are present or represented. At any meeting of the holders of a series of securities to act on a matter that is a reserved matter, a quorum exists if the holders of 75% of the aggregate principal amount of the outstanding securities of that series are present or represented. However, if the consent of each such holder is required to act on such reserved matter, then a quorum exists only if the holders of 100% of the aggregate principal amount of the outstanding securities of that series are present or represented.

Any holders' meeting that has properly been called and that has a quorum can be adjourned from time to time by those who are entitled to vote a majority of the aggregate principal amount of the outstanding securities of the relevant series that are represented at the meeting. The adjourned meeting may be held without further notice.

Any resolution passed, or decision made, at a holders' meeting that has been properly held in accordance with the indenture is binding on all holders of the securities of the relevant series.

Notices

All notices will be given to the holders of the new securities by mail to their addresses as they are listed in the trustee's register. In addition, for so long as the new securities of a series are admitted to trading on the Euro MTF market of the Luxembourg Stock Exchange, and the rules of the exchange so require, all notices to the holders of the securities of that series will be published in a daily newspaper of general circulation in Luxembourg (expected to be the *Luxemburger Wort*) or, alternatively, on the website of the Luxembourg Stock Exchange at http://www.bourse.lu. If publication is not practicable, notice will be considered to be validly given if made in accordance with the rules of the Luxembourg Stock Exchange.

Certain Definitions

"*Advance payment arrangement*" means any transaction in which the issuer, any guarantor or any of their respective subsidiaries receives a payment of the purchase price of crude oil or gas or petroleum products that is not yet earned by performance.

"*External indebtedness*" means indebtedness which is payable, or at the option of its holder may be paid, (1) in a currency or by reference to a currency other than the currency of Mexico, (2) to a person resident or having its head office or its principal place of business outside Mexico and (3) outside the territory of Mexico.

"*Forward sale*" means any transaction that involves the transfer, sale, assignment or other disposition by the issuer, any guarantor or any of their respective subsidiaries of any right to payment under a contract for the sale of crude oil or gas that is not yet earned by performance, or any interest in such a contract, whether in the form of an account receivable, negotiable instrument or otherwise.

"*Government forward sale*" means a forward sale to:

- Mexico or Banco de México;

- the Bank for International Settlements; or
- any other multilateral monetary authority or central bank or treasury of a sovereign state.

"*Guarantee*" means any obligation of a person to pay the indebtedness of another person, including without limitation:

- an obligation to pay or purchase that indebtedness;
- an obligation to lend money or to purchase or subscribe for shares or other securities or to purchase assets or services in order to provide money to pay the indebtedness; or
- any other agreement to be responsible for the indebtedness.

"*Indebtedness*" means any obligation (whether present or future, actual or contingent) for the payment or repayment of money which has been borrowed or raised (including money raised by acceptances and leasing).

"*Material subsidiaries*" means, at any time, (1) each of the guarantors and (2) any subsidiary of the issuer or any of the guarantors having, as of the end of the most recent fiscal quarter of the guarantors, total assets greater than 12% of the total assets of the issuer, the guarantors and their respective subsidiaries on a consolidated basis. As of the date of this Listing Memorandum, the only material subsidiaries were the guarantors.

"*Oil receivables*" means amounts payable to the issuer, any guarantor or any of their respective subsidiaries for the sale, lease or other provision of crude oil or gas, whether or not they are already earned by performance.

"*Person*" means any individual, company, corporation, firm, partnership, joint venture, association, organization, state or agency of a state or other entity, whether or not having a separate legal personality.

"*Petroleum products*" means the derivatives and by-products of crude oil and gas (including basic petrochemicals).

"*Public external indebtedness*" means any external indebtedness which is in the form of, or represented by, notes, bonds or other securities which are at that time being quoted, listed or traded on any stock exchange.

"*Receivables financing*" means any transaction resulting in the creation of a security interest on oil receivables to secure new external indebtedness incurred by, or the proceeds of which are paid to or for the benefit of, the issuer, any guarantor or any of their respective subsidiaries.

"*Security interest*" means any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance, including without limitation any equivalent thereof created or arising under the laws of Mexico.

"*Subsidiary*" means, in relation to any person, any other person which is controlled directly or indirectly by, or which has more than 50% of its issued capital stock (or equivalent) held or beneficially owned by, the first person and/or any one or more of the first person's subsidiaries. In this case, "control"

means the power to appoint the majority of the members of the governing body or management of, or otherwise to control the affairs and policies of, that person.

BOOK ENTRY; DELIVERY AND FORM

Form

One or more permanent global notes or global bonds, in fully registered form without coupons, will represent the securities of each series. We refer to the global notes or global bonds as the "global securities." We have deposited each global security with the trustee at its corporate trust office as custodian for DTC. Each global security is registered in the name of Cede & Co., as nominee of DTC, for credit to the respective accounts at DTC, Euroclear and Clearstream, Luxembourg of the holders of the securities.

Except in the limited circumstances described below under "—Certificated Securities," owners of beneficial interests in a global security will not receive physical delivery of securities in registered, certificated form. We will not issue the securities in bearer form.

When we refer to a security in this Listing Memorandum, we mean any certificated security and any global security. Under the indenture, only persons who are registered on the books of the trustee as the owners of a security are considered the holders of the security. Cede & Co., or its successor, as nominee of DTC, is considered the only holder of a security represented by a global security. The issuer, the guarantors and the trustee and any of our respective agents may treat the registered holder of a security as the absolute owner, for all purposes, of that security whether or not it is overdue.

Global Securities

The statements below include summaries of certain rules and operating procedures of DTC, Euroclear and Clearstream, Luxembourg that affect transfers of interests in the global securities.

Except as set forth below, a global security may be transferred, in whole or part, only to DTC, another nominee of DTC or a successor of DTC or that nominee.

Financial institutions will act on behalf of beneficial owners as direct and indirect participants in DTC. Beneficial interests in a global security will be represented, and transfers of those beneficial interests will be effected, through the accounts of those financial institutions. The interests in the global security may be held and traded in denominations of U.S. $10,000 and integral multiples of U.S. $1,000 in excess thereof. If investors participate in the DTC, Euroclear or Clearstream, Luxembourg systems, they may hold interests directly in DTC, Euroclear or Clearstream, Luxembourg. If they do not participate in any of those systems, they may indirectly hold interests through an organization that does participate.

At their respective depositaries, both Euroclear and Clearstream, Luxembourg have customers' securities accounts in their names through which they hold securities on behalf of their participants. In turn, their respective depositaries have, in their names, customers' securities accounts at DTC through which they hold Euroclear's and Clearstream, Luxembourg's respective securities.

DTC has advised us that it is:

- a limited-purpose trust company organized under New York State laws;
- a member of the Federal Reserve System;

- a "clearing corporation" within the meaning of the New York Uniform Commercial Code; and

- a "clearing agency" registered as required by Section 17A of the Exchange Act.

DTC's participants include:

- securities brokers and dealers;

- banks (including the trustee);

- trust companies;

- clearing corporations; and

- certain other organizations.

Some of DTC's participants or their representatives own DTC. These participants created DTC to hold their securities and to use electronic book-entry changes to facilitate clearing and settling securities transactions in the participants' accounts so as to eliminate the need for the physical movement of certificates.

Access to DTC's book-entry system is also available to others that clear through or maintain a direct or indirect custodial relationship with a participant. Persons who are not participants may beneficially own securities held by DTC only through participants.

Any person owning a beneficial interest in any of the global securities must rely on the procedures of DTC and, to the extent relevant, Euroclear or Clearstream, Luxembourg. If that person is not a participant, that person must rely on the procedures of the participant through which that person owns its interest to exercise any rights of a holder. Owners of beneficial interests in the global securities, however, will not:

- be entitled to have securities that represent those global securities registered in their names, receive or be entitled to receive physical delivery of the securities in certificated form; or

- be considered the holders under the indenture or the new securities.

We understand that it is existing industry practice that if an owner of a beneficial interest in a global security wants to take any action that Cede & Co., as the holder of the global security, is entitled to take, Cede & Co. would authorize the participants to take the desired action, and the participants would authorize the beneficial owners to take the desired action or would otherwise act upon the instructions of the beneficial owners who own through them.

DTC may grant proxies or otherwise authorize DTC participants (or persons holding beneficial interests in the new securities through DTC participants) to exercise any rights of a holder or to take any other actions which a holder is entitled to take under the indenture or the new securities. Under its usual procedures, DTC would mail an omnibus proxy to us assigning Cede & Co.'s consenting or voting rights to the DTC participants to whose accounts the securities are credited.

Euroclear or Clearstream, Luxembourg will take any action a holder may take under the indenture or the securities on behalf of its participants, but only in accordance with their relevant rules and procedures, and subject to their depositaries' ability to effect any actions on their behalf through DTC.

We will allow owners of beneficial interests in the global securities to attend holders' meetings and to exercise their voting rights in respect of the principal amount of securities that they beneficially own, if they:

1. obtain a certificate from DTC, a DTC participant, a Euroclear participant or a Clearstream, Luxembourg participant stating the principal amount of securities beneficially owned by such person; and

2. deposit that certificate with us at least three business days before the date on which the relevant meeting of holders is to be held.

Certificated Securities

If DTC or any successor depositary is at any time unwilling or unable to continue as a depositary for a global security, or if it ceases to be a "clearing agency" registered under the Exchange Act, and we do not appoint a successor depositary within 90 days after we receive notice from the depositary to that effect, then we will issue or cause to be issued, authenticate and deliver certificated securities, in registered form, in exchange for the global securities. In addition, we may determine that any global security will be exchanged for certificated securities. In that case, we will mail the certificated securities to the addresses that are specified by the registered holder of the global securities. If the registered holder so specifies, the certificated securities may be available for pick-up at the office of the trustee or any transfer agent (including the Luxembourg transfer agent), in each case not later than 30 days following the date of surrender of the relevant global security, endorsed by the registered holder, to the trustee or any transfer agent.

A holder of certificated securities may transfer those certificated securities or exchange them for certificated securities of any other authorized denomination by returning them to the office or agency that we maintain for that purpose in the Borough of Manhattan, The City of New York, which initially will be the office of the trustee, or at the office of any transfer agent. No service charge will be imposed for any registration of transfer of securities, but we may require the holder of a security to pay a fee to cover any related tax or other governmental charge.

Neither the registrar nor any transfer agent will be required to register the transfer or exchange of any certificated securities for a period of 15 days before any interest payment date, or to register the transfer or exchange of any certificated securities that have been called for redemption.

If any certificated security is mutilated, defaced, destroyed, lost or stolen, we will execute and we will request that the trustee authenticate and deliver a new certificated security. The new certificated security will be of like tenor (including the same date of issuance) and equal principal amount, registered in the same manner, dated the date of its authentication and bearing interest from the date to which interest has been paid on the original certificated security, in exchange and substitution for the original certificated security (upon its surrender and cancellation) or in lieu of and substitution for the certificated security. If a certificated security is destroyed, lost or stolen, the applicant for a substitute certificated security must furnish us and the trustee with whatever security or indemnity we may require to hold each of us harmless. In every case of destruction, loss or theft of a certificated security, the applicant must also furnish us with satisfactory evidence of the destruction, loss or theft of the certificated security and its

ownership. Whenever we issue a substitute certificated security, we may require the registered holder to pay a sum sufficient to cover related fees and expenses.

TAXATION

The following is a summary of the principal Mexican and U.S. federal income tax considerations that may be relevant to the ownership and disposition of the new securities. This summary is based on the U.S. federal and Mexican tax laws in effect on the date of this Listing Memorandum. These laws are subject to change. Any change could apply retroactively and could affect the continued validity of the summary. This summary does not describe any tax consequences arising under the laws of any state, locality or taxing jurisdiction other than Mexico and the United States.

This summary does not describe all of the tax considerations that may be relevant to your situation, particularly if you are subject to special tax rules. Each holder or beneficial owner of old securities considering an exchange of old securities for new securities should consult its own tax advisor as to the Mexican, U.S. or other tax consequences of the ownership and disposition of new securities and the exchange of old securities for new securities, including the effect of any foreign, state or local tax laws.

The United States and Mexico entered into a Convention for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income, and a Protocol thereto, both signed on September 18, 1992 and amended by additional Protocols signed on September 8, 1994 and November 26, 2002 (which we refer to as the "United States-Mexico income tax treaty"). This summary describes the provisions of the United States-Mexico income tax treaty that may affect the taxation of certain U.S. holders of new securities. The United States and Mexico have also entered into an agreement that covers the exchange of information with respect to tax matters.

Mexico has also entered into tax treaties with various other countries (most of which are in effect) and is negotiating tax treaties with various other countries. These tax treaties may have effects on holders of new securities. This summary does not discuss the consequences (if any) of such treaties.

Mexican Taxation

This summary of certain Mexican federal tax considerations refers only to potential holders of the new securities that are not residents of Mexico for Mexican tax purposes and that will not hold the new securities or a beneficial interest therein through a permanent establishment for tax purposes in Mexico. We refer to such non-resident holder as a "foreign holder." For purposes of Mexican taxation, an individual is a resident of Mexico if he/she has established his/her domicile in Mexico, unless he/she has a place of residence in another country as well, in which case such individual will be considered a resident of Mexico for tax purposes, if such individual has his/her center of vital interest in Mexico. An individual would be deemed to maintain his/her center of vital interest in Mexico if, among other things, (a) more than 50% of his/her total income for the calendar year results from Mexican sources, or (b) his/her principal center of professional activities is located in Mexico.

A legal entity is a resident of Mexico if it:

- maintains the principal place of its management in Mexico; or
- has established its effective management in Mexico.

A Mexican citizen is presumed to be a resident of Mexico unless such person can demonstrate the contrary. If a legal entity or individual has a permanent establishment for tax purposes in Mexico, such

legal entity or individual shall be required to pay taxes in Mexico on income attributable to such permanent establishment in accordance with Mexican federal tax law.

Taxation of Interest and Principal. Under existing Mexican laws and regulations, a foreign holder will not be subject to any taxes or duties imposed or levied by or on behalf of Mexico in respect of payments of principal of the new securities made by the issuer and the guarantors. Pursuant to the Mexican Income Tax Law and to rules issued by the Ministry of Finance and Public Credit applicable to PEMEX, payments of interest (or amounts deemed to be interest) made by the issuer or the guarantors in respect of the securities to a foreign holder will be subject to a Mexican withholding tax imposed at a rate of 4.9% if, as expected:

1. the new securities are (or the old securities for which they were exchanged were) placed outside of Mexico by a bank or broker dealer in a country with which Mexico has a valid tax treaty in effect;

2. the CNBV is notified of the issuance of the new securities and evidence of such notification is timely filed with the Ministry of Finance and Public Credit;

3. the issuer timely files with the Ministry of Finance and Public Credit (a) certain information related to the new securities and this Listing Memorandum and (b) information representing that no party related to the issuer, directly or indirectly, is the effective beneficiary of five percent (5%) or more of the aggregate amount of each such interest payment; and

4. the issuer or the guarantors maintain records that evidence compliance with (3)(b) above.

If these requirements are not satisfied, the applicable withholding tax rate will be higher.

Under the United States-Mexico income tax treaty, the Mexican withholding tax rate is 4.9% for certain holders that are residents of the United States (within the meaning of the United States-Mexico income tax treaty) under certain circumstances contemplated therein.

Payments of interest made by the issuer or a guarantor in respect of the new securities to a non-Mexican pension or retirement fund will be exempt from Mexican withholding taxes, provided that any such fund:

1. is duly established pursuant to the laws of its country of origin and is the effective beneficiary of the interest paid;

2. is exempt from income tax in respect of such payments in such country; and

3. is registered with the Ministry of Finance and Public Credit for that purpose.

Additional Amounts. The issuer and the guarantors have agreed, subject to specified exceptions and limitations, to pay additional amounts, which are specified and defined in the indenture, to the holders of the new securities to cover Mexican withholding taxes. If any of the issuer or the guarantors pays additional amounts to cover Mexican withholding taxes in excess of the amount required to be paid, you will assign to us your right to receive a refund of such excess additional amounts but you will not be obligated to take any other action. See "Description of the New Securities—Additional Amounts."

We may ask you and other holders or beneficial owners of the new securities to provide certain information or documentation necessary to enable us to determine the appropriate Mexican withholding tax rate applicable to you and such other holders or beneficial owners. In the event that you do not provide the requested information or documentation on a timely basis, our obligation to pay additional amounts may be limited. See "Description of the New Securities—Additional Amounts."

Taxation of Dispositions. Capital gains resulting from the sale or other disposition of the new securities (including an exchange of old securities for new securities pursuant to the Exchange Offers) by a foreign holder to another foreign holder will not be subject to Mexican income or other similar taxes.

Transfer and Other Taxes. A foreign holder does not need to pay any Mexican stamp, registration or similar taxes in connection with the purchase, ownership or disposition of the new securities. A foreign holder of the new securities will not be liable for Mexican estate, gift, inheritance or similar tax with respect to the new securities.

United States Federal Income Taxation

The following discussion summarizes certain U.S. federal income tax considerations that may be relevant to investors considering the Exchange Offers. Except for the discussion under "—Non-United States Persons" and "—Information Reporting and Backup Withholding," the discussion generally applies only to holders of new securities that are U.S. holders. You will be a U.S. holder if you are an individual who is a citizen or resident of the United States, a U.S. domestic corporation or any other person that is subject to U.S. federal income tax on a net income basis in respect of an investment in the new securities.

This summary applies to you only if you own your new securities as capital assets. It does not address considerations that may be relevant to you if you are an investor to which special tax rules apply, such as a bank, tax-exempt entity, insurance company, dealer in securities or currencies, trader in securities that elects mark-to-market treatment, a short-term holder of securities, a person that hedges its exposure in the securities or that will hold new securities as a position in a "straddle" or conversion transaction, or as part of a "synthetic security" or other integrated financial transaction or a person whose "functional currency" is not the U.S. dollar. You should be aware that the U.S. federal income tax consequences of holding the new securities may be materially different if you are an investor described in the prior sentence.

Exchange of Old Securities and New Securities. You will not realize any gain or loss upon the exchange of your old securities for new securities. Your tax basis and holding period in the new securities will be the same as your tax basis and holding period in the old securities.

Taxation of Interest and Additional Amounts. The gross amount of interest and additional amounts (that is, without reduction for Mexican withholding taxes, determined utilizing the appropriate Mexican withholding tax rate applicable to you) you receive in respect of the new securities will be treated as ordinary interest income. Mexican withholding taxes paid at the appropriate rate applicable to you will be treated as foreign income taxes eligible for credit against your U.S. federal income tax liability, subject to generally applicable limitations and conditions, or, at your election, for deduction in computing your taxable income. Interest and additional amounts will constitute income from sources without the United States for U.S. foreign tax credit purposes. Furthermore, interest and additional amounts generally will constitute "passive category income" for U.S. foreign tax credit purposes.

The calculation of foreign tax credits and, in case you elect to deduct foreign taxes, the availability of deductions, involves the application of rules that depend on your particular circumstances.

You should consult your own tax advisor regarding the availability of foreign tax credits and the treatment of additional amounts.

Amortizable Premium. If you purchased an old security for an amount that was greater than the principal amount of the old security, you will be considered to have purchased the security with amortizable bond premium. With some exceptions, you may elect to amortize this premium (as an offset to interest income) over the remaining term of the new security. If you elect to amortize bond premium with respect to a new security, you must reduce your tax basis in the security by the amounts of the premium amortized in any year. If you do not elect to amortize such premium, the amount of any premium will be included in your tax basis in the security when the security is disposed of. An election to amortize bond premium applies to all taxable debt obligations then owned and thereafter acquired by a taxpayer, and such election may be revoked only with the consent of the Internal Revenue Service (the IRS).

Market Discount. If you purchased an old security at a price that is lower than its remaining redemption amount by at least 0.25% of its remaining redemption amount multiplied by the number of remaining whole years to maturity, your new security will be considered to have market discount. In such case, gain realized by you on the disposition of the new security generally will be treated as ordinary income to the extent of the market discount that accrued on both the old and new security, treated as a single instrument, while held by you. In addition, you could be required to defer the deduction of a portion of the interest paid on any indebtedness incurred or maintained to purchase or carry the security. In general terms, market discount on a security will be treated as accruing ratably over the term of such security, or, at your election, under a constant-yield method.

You may elect to include market discount in income on a current basis as it accrues (on either a ratable or constant-yield basis) in lieu of treating a portion of any gain realized on a disposition as ordinary income. If you elect to include market discount on a current basis, the interest deduction deferral rule described above will not apply. Any such election, if made, applies to all market discount bonds acquired by a taxpayer on or after the first day of the taxable year to which such election applies and is revocable only with the consent of the IRS.

Taxation of Dispositions. Upon the sale, exchange or retirement of a new security, you will generally recognize gain or loss equal to the difference between the amount realized (not including any amounts attributable to accrued and unpaid interest) and your tax basis in the new security. As discussed above, your initial tax basis in the new securities will equal your tax basis in the old securities, which will generally equal the cost of such securities to you, reduced by any bond premium you previously amortized and increased by any market discount you previously included in income. Gain or loss recognized on the sale, redemption or other disposition of a new security generally will be long-term capital gain or loss if, at the time of the disposition, the new security has been held for more than one year. Long-term capital gains recognized by an individual holder generally are taxed at preferential rates of tax.

Non-United States Persons. The following summary applies to you if you are not a United States person for U.S. federal income tax purposes. You are a United States person, and therefore this summary does not apply to you, if you are:

- a citizen or resident of the United States or its territories, possessions or other areas subject to its jurisdiction;

- a corporation, partnership or other entity organized under the laws of the United States or any political subdivision thereof;

- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or

- a trust if (1) a U.S. court is able to exercise primary supervision over the trust's administration and (2) one or more United States persons have the authority to control all of the trust's substantial decisions.

If you are not a United States person, the interest income that you derive in respect of the new securities generally will be exempt from U.S. federal income taxes, including withholding tax. However, to receive this exemption you may be required to satisfy certification requirements, which are described below under the heading "—Information Reporting and Backup Withholding," to establish that you are not a United States person.

Even if you are not a United States person, U.S. federal income taxation may still apply to any interest income you derive in respect of the new securities if:

- you are an insurance company carrying on a U.S. insurance business, within the meaning of the Internal Revenue Code; or

- you have an office or other fixed place of business in the United States that receives the interest and you earn the interest in the course of operating (1) a banking, financing or similar business in the United States or (2) a corporation the principal business of which is trading in stock or securities for its own account, and certain other conditions exist.

If you are not a United States person, any gain you realize on a sale or exchange of new securities generally will be exempt from U.S. federal income tax, including withholding tax, unless:

- such income is effectively connected with your conduct of a trade or business in the United States; or

- in the case of gain, you are an individual holder and are present in the United States for 183 days or more in the taxable year of the sale, and either (1) your gain is attributable to an office or other fixed place of business that you maintain in the United States or (2) you have a tax home in the United States.

U.S. federal estate tax will not apply to a new security held by an individual holder who at the time of death is a non-resident alien.

Information Reporting and Backup Withholding. The paying agent must file information returns with the U.S. Internal Revenue Service in connection with new security payments made to certain United States persons. If you are a United States person, you generally will not be subject to U.S. backup withholding tax on such payments if you provide your taxpayer identification number to the paying agent. You may also be subject to information reporting and backup withholding tax requirements with respect to the proceeds from a sale of the securities. If you are not a United States person, in order to avoid information reporting and backup withholding tax requirements you may have to comply with certification procedures to establish that you are not a United States person.

The Proposed Financial Transactions Tax

The European Commission has published a proposal (the "Commission's Proposal") for a Directive for a common financial transactions tax ("FTT") in Austria, Belgium, Estonia, France,

Germany, Greece, Italy, Portugal, Slovenia, Slovakia and Spain (the "participating Member States"). However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced in its current form, apply to certain dealings in the new securities (including secondary market transactions) in certain circumstances.

Under the Commission's Proposal, the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the new securities where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The FTT remains subject to negotiation between the participating Member States and the legality of the proposal is uncertain. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional European Union Member States may decide to participate and/or certain of the participating Member States may decide to withdraw.

Prospective holders of the new securities are advised to seek their own professional advice in relation to the FTT.

PLAN OF DISTRIBUTION

None of the issuer or any of the guarantors received any proceeds from the issuance of the new securities.

The 2020 new securities, the 2025 new securities, the 2026 new securities and the 2046 new securities are new issues of securities with no established trading market. The U.S. $1,499,855,000 principal amount of the 2044 exchange offer securities, that we issued on March 28, 2016 upon the consummation of the SEC Registered Exchange Offers have been consolidated to form a single series with, and are fully fungible with, (i) the U.S. $5,000,000 principal amount of our outstanding 2044 3(a)(9) securities that we issued on March 28, 2016 pursuant to our 3(a)(9) Exchange Offer and (ii) the U.S. $2,745,000,000 principal amount of our outstanding 5.50% Bonds due 2044 that we issued pursuant to the exchange offers that we completed on September 2012, August 2013 and October 2014, bringing the aggregate amount outstanding of that series to U.S. $4,249,855,000.

The information contained in this Listing Memorandum is the exclusive responsibility of the issuer and the guarantors and has not been reviewed or authorized by the CNBV of Mexico. We have filed notices in respect of the offering of the new securities with the CNBV of Mexico, which is a requirement under the Securities Market Law, in connection with an offering of securities outside of Mexico by a Mexican issuer. Such notice is solely for information purposes and does not imply any certification as to the investment quality of the new securities, the solvency of the issuer or the guarantors or the accuracy or completeness of the information contained in this Listing Memorandum. The new securities have not been registered in the Registry maintained by the CNBV and may not be offered or sold publicly in Mexico. Furthermore, the new securities may not be offered or sold in Mexico, except through a private placement made to institutional or qualified investors conducted in accordance with article 8 of the Securities Market Law.

Results of the Exchange Offers

Petróleos Mexicanos issued (i) U.S. $1,454,967,000 aggregate principal amount of 2020 new securities in exchange for an equal principal amount of its outstanding 3.500% Notes due 2020 (ISIN Nos. US71656LBC46 (Rule 144A) and US71656MBC29 (Regulation S)), (ii) U.S. $997,333,000 aggregate principal amount of 2025 new securities in exchange for an equal principal amount of its outstanding 4.250% Notes due 2025 (ISIN Nos. US71656LBA89 (Rule 144A) and US71656MBA62 (Regulation S)), (iii) U.S. $1,486,725,000 aggregate principal amount of 2026 new securities in exchange for an equal principal amount of its outstanding 4.500% Notes due 2026 (ISIN Nos. US71656LBD29 (Rule 144A) and US71656MBD02 (Regulation S)), (iv) U.S. $1,499,855,000 aggregate principal amount of 2044 exchange offer securities in exchange for an equal principal amount of its outstanding 5.50% Notes due 2044 (ISIN Nos. US71656LBB62 (Rule 144A), US71656MBB46 (Regulation S – Temporary) and US71656MAN92 (Regulation S – Permanent)) and (v) U.S. $2,992,861,000 aggregate principal amount of 2046 new securities in exchange for an equal principal amounts of its outstanding 5.625% Bonds due 2046 (ISIN Nos. US71656LBE02 (Rule 144A) and US71656MBE84 (Regulation S)) on March 28, 2016 upon the consummation of the SEC-Registered Exchange Offers. Petróleos Mexicanos issued an additional U.S. $5,000,000 aggregate principal amount of 2044 3(a)(9) securities in exchange for an equal principal amount of its outstanding 5.50% Notes due 2044 (ISIN Nos. US71656LBB62 (Rule 144A), US71656MBB46 (Regulation S – Temporary) and US71656MAN92 (Regulation S – Permanent)) on March 28, 2016 upon the consummation of the 3(a)(9) Exchange Offer.

A more detailed discussion of the Exchange Offers may be found in the issuer's prospectus dated as of and filed with the SEC on February 22, 2016 with respect to the SEC-Registered Exchange Offers,

and the issuer's exchange offer memorandum dated February 22, 2016 with respect to the 3(a)(9) Exchange Offer.

In accordance with the terms and conditions of the old securities, Petróleos Mexicanos, through the transfer agent, has canceled the old securities it received and accepted pursuant to the Exchange Offers following the settlement date for the Exchange Offers, which occurred on March 28, 2016.

After the exchange of old securities pursuant to the Exchange Offers and following the cancellation of the old securities, U.S. $68,259,000 aggregate principal amount of old securities, comprised of (i) U.S. $45,033,000 principal amount of 2020 old securities (ISIN No. US71656MBC29 (Regulation S)), (ii) U.S. $2,667,000 principal amount of 2025 old securities (ISIN Nos. US71656LBA89 (Rule 144A) and US71656MBA62 (Regulation S)), (iii) U.S. $13,275,000 principal amount of 2026 old securities (ISIN Nos. US71656LBD29 (Rule 144A) and US71656MBD02 (Regulation S)), (iv) U.S. $145,000 principal amount of 2044 old securities (US71656MBB46 (Regulation S – Temporary) and US71656MAN92 (Regulation S – Permanent)) and (v) U.S. $7,139,000 principal amount of 2046 old securities (ISIN Nos. US71656LBE02 (Rule 144A) and US71656MBE84 (Regulation S)), remain outstanding. There are no (i) 2020 old securities with ISIN No. US71656LBC46 (Rule 144A) or (ii) 2044 old securities with ISIN No. US71656LBB62 (Rule 144A) outstanding.

We have applied to list the 2020 new securities, the 2025 new securities, the 2026 new securities, the 2044 new securities, the 2046 new securities issued pursuant to the Exchange Offers on the Luxembourg Stock Exchange and to have them admitted for trading on the Euro MTF market. We also intend to continue the listing on the Luxembourg Stock Exchange and admission to trading on the Euro MTF market of the old securities of each series that remain outstanding.

PUBLIC OFFICIAL DOCUMENTS AND STATEMENTS

The information that appears under "Item 4—Information on the Company—United Mexican States" in the Form 20-F has been extracted or derived from publications of, or sourced from, Mexico or one of its agencies or instrumentalities. We have included other information that we have extracted, derived or sourced from official publications of Petróleos Mexicanos or the subsidiary entities, each of which is a Mexican governmental agency. We have included this information on the authority of such publication or source as a public official document of Mexico. We have included all other information herein as a public official statement made on the authority of the Director General of Petróleos Mexicanos, José Antonio González Anaya.

RESPONSIBLE PERSONS

We are furnishing this Listing Memorandum solely for use by prospective investors in connection with their consideration of investment in the new securities and for Luxembourg listing purposes. The issuer, together with the guarantors, confirm that, having taken all reasonable care to ensure that such is the case:

- the information contained in this Listing Memorandum is true, to the best of their knowledge, and correct in all material respects and is not misleading;
- they, to the best of their knowledge, have not omitted other material facts, the omission of which would make this Listing Memorandum as a whole misleading; and
- they accept responsibility for the information they have provided in this Listing Memorandum.

GENERAL INFORMATION

1. The new securities have been accepted for clearing through Euroclear and Clearstream, Luxembourg. The securities codes for the new securities are:

Series	CUSIP	ISIN	Common Code
2020 new securities	71654QBU5	US71654QBU58	124830877
2025 new securities	71654QBV3	US71654QBV32	124831741
2026 new securities	71654QBW1	US71654QBW15	124832489
2044 new securities	71654QBE1	US71654QBE17	080445245
2046 new securities	71654QBX9	US71654QBX97	124832861

2. The Form 20-F incorporated by reference into this Listing Memorandum is available in English on the website of the SEC at the address below. In addition, all future filings of year-end and quarterly financial information will be available in English to the public over the Internet at the SEC's website at http://www.sec.gov under the name "Mexican Petroleum."

3. For a discussion of our recent trends since the end of the most recent fiscal year see "Recent Developments—Operating and Financial Review and Prospects" (pages 4-13) and "Recent Developments—Business Overview" (pages 20-22) in the September 6-K.

4. We have all necessary consents, approvals and authorizations in Mexico in connection with the performance of our rights and obligations under the new securities, including the registration of the indenture, the guaranty agreement and the new securities. The board of directors of Petróleos Mexicanos approved resolutions on January 13, 2009, December 18, 2009, December 14, 2010, December 2, 2011, January 16, 2013, October 25, 2013, December 19, 2013, September 22, 2014, December 19, 2014 and August 18, 2015 authorizing the issuance of the securities. On October 15, 2014 and January 23, 2015, the issuer issued certificates of authorization authorizing the issuance of the new securities.

5. Except as disclosed in this document, there has been no material adverse change in the financial position of the issuer or the guarantors since the date of the latest financial statements incorporated by reference in this Listing Memorandum.

6. Except as disclosed under "Item 8—Financial Information—Legal Proceedings" in the Form 20-F, Note 25 to the 2015 financial statements and Note 18 to the June 2016 interim financial statements included in the September 6-K, none of the issuer or any of the guarantors is involved in any litigation or arbitration proceedings relating to claims or amounts which are material in the context of the issue of the new securities. None of the issuer or any of the guarantors is aware of any such pending or threatened litigation or arbitration.

7. For a discussion of significant trends in our net sales, costs, and net losses for the most recent fiscal year, see "Item 5—Operating and Financial Review and Prospects—Overview" (pages 137-141) and "Item 5—Operating and Financial Review and Prospects—Results of Operations of Petróleos Mexicanos, the Subsidiary Entities and the Subsidiary Companies—For the Year Ended December 31, 2015 Compared to the Year Ended December 31, 2014" (pages 149-152) in the Form 20-F, and for a discussion of significant trends in our production and reserves for the most recent fiscal year, see "Item 4—Information on the Company—Business Overview—Overview by Business Segment" (pages 28-32) and "Item 4—Information on the Company—Business Overview—Exploration and Production—Reserves" (pages 32-38) of the Form 20-F.

8. The issuer and the guarantors were created as public-sector entities of the Mexican Government, rather than as Mexican corporations. Therefore, we do not have the power to issue shares of equity securities evidencing ownership interests and are not required, unlike Mexican corporations, to have multiple shareholders. For more information see "Item 5—Operating and Financial Review and Prospects—Relation to the Mexican Government" (page 148) in the Form 20-F. In December 1990, the Mexican Government and Pemex agreed to capitalize the indebtedness incurred in March 1990 into Petróleos Mexicanos' equity as Certificates of Contribution "A", which are owned by the Mexican Government. Our total equity as of December 31, 2015 was negative Ps. 1,331.7 billion and our total capitalization (long-term debt plus equity) amounted to negative Ps. 30.8 billion. Neither the issuer nor the guarantors have any convertible debt securities, exchangeable debt securities or debt securities with warrants attached outstanding. For more information regarding our issued capital stock and the number and classes of securities of which it is composed with details of their principal characteristics see "Item 5—Operating and Financial Review and Prospects—Liquidity and Capital Resources—Equity Structure and Mexican Government Contributions" (page 157) in the Form 20-F.

9. For more information about our corporate structure see "Consolidated Structure of PEMEX" (page 4) in the Form 20-F.

10. You may obtain the following documents during usual business hours on any day (except Saturday and Sunday and legal holidays) at the specified offices of Deutsche Bank Trust Company Americas and the paying agent and transfer agent in Luxembourg for so long as any of the new securities are outstanding and admitted to trading on the Euro MTF market of the Luxembourg Stock Exchange:

- copies of the latest annual report and consolidated accounts of PEMEX;
- copies of the indenture, the forms of the new securities and the guaranty agreement;
- copies of the Petróleos Mexicanos Law, under which the issuer and the guarantors are established; and
- copies of the *Reglamento de la Ley de Petróleos Mexicanos* (Regulations to the Petróleos Mexicanos Law), which are the equivalent of the by-laws of the issuer and the guarantors.

The guarantors do not publish their own financial statements and will not publish interim or annual financial statements. For consolidating financial information about the guarantors, see Note 27 to our 2015 financial statements (including pages F-109 and F-112 to F-118 therein). The issuer publishes condensed consolidated interim financial statements in Spanish on a quarterly basis, and summaries of these condensed consolidated interim financial statements in English are available, free of charge, at the office of the paying and transfer agent in Luxembourg.

11. The principal offices of Castillo Miranda y Compañía, S.C. ("BDO Mexico"), independent registered public accounting firm and auditors of PEMEX for the fiscal years ended December 31, 2013, 2014 and 2015 are located at Paseo de Reforma 505-31, Colonia Cuauhtémoc, México, D.F. 06500, telephone: (52-55) 8503-4200.

12. The Mexican Government is not legally liable for, and is not a guarantor of, the new securities.

13. Under Mexican law, all hydrocarbon reserves located in Mexico are permanently and inalienably vested in Mexico. Following the adoption of the Energy Reform Decree, Article 27 of the Mexican Constitution provides that the Mexican Government will carry out exploration and extraction

activities through agreements with third parties and through assignments to and agreements with Petróleos Mexicanos.

14. Pursuant to Article 3 of the Federal Code of Civil Procedure and other applicable laws of Mexico, neither the issuer nor any guarantor is entitled to any immunity, whether on the grounds of sovereign immunity or otherwise, from any legal proceedings (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) to enforce or collect upon this Listing Memorandum or any other liability or obligation of the issuer and/or each of the guarantors related to or arising from the transactions contemplated hereby or thereby in respect of itself or its property, subject to certain restrictions pursuant to applicable law, including (i) the adoption of the Petróleos Mexicanos Law, the Hydrocarbons Law and any other new law or regulation or (ii) any amendment to, or change in the interpretation or administration of, any existing law or regulation, in each case, pursuant to or in connection with the Energy Reform Decree, by any governmental authority in Mexico with oversight or authority over the issuer or the guarantors.

As a result, under certain circumstances, a Mexican court may not enforce a judgment against the issuer or any of the guarantors.

15. In the event that you bring proceedings in Mexico seeking performance of the issuer or the guarantors' obligations in Mexico, pursuant to the Mexican Monetary Law, the issuer or any of the guarantors may discharge its obligations by paying any sum due in currency other than Mexican pesos, in Mexican pesos at the rate of exchange prevailing in Mexico on the date when payment is made. Banco de México currently determines such rate every business day in Mexico and publishes it in the Official Gazette of the Federation on the following business day.

HEAD OFFICE OF THE ISSUER AND EACH OF THE GUARANTORS

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PEMEX