

Instructions of Petróleos Mexicanos and Subsidiary Entities for the Delivery of Documentation Required by the Financing Sources for ITS's Suppliers

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Instructions of Petróleos Mexicanos and Subsidiary Entities for the Delivery of Documentation Required by the Financing Sources for ITS's Suppliers

Introduction

The purpose of these “Instructions of Petróleos Mexicanos and Subsidiary Entities for the Delivery of Documentation Required from the Financing Sources for ITS's Suppliers” is to inform Suppliers, which is the Documentation Required by the Financing Sources that has to be submitted to Integrated Trade Systems, Inc. (ITS), the Purchaser (Subsidiary Entity and/or Petróleos Mexicanos), or their designee.

These instructions are integrated as follows:

- A definitions section containing a brief explanation of the concepts used in filling out.
- The specific documentation that Suppliers must deliver, according to the country of origin of the goods and/or services:
 - An introduction on the features and overview.
 - A Format for documentation currently required by Export Credit Agencies (ECAs).
 - Instructions for each Format, detailing and explaining all items that have to be completed.
 - An Example for each Format, presented in a didactic manner to facilitate filling out the corresponding documentation.

In the event any of the requirements set forth in the “Instructions of Petróleos Mexicanos and Subsidiary Entities for the Delivery of Documentation Required from the Financing Sources for ITS's Suppliers” is modified, ITS or the Purchaser (Subsidiary Entity and/or Petróleos Mexicanos) shall inform Suppliers in due course.

The Instructions are also available on ITS's website: www.itsinc.com/images/Instructions_FS.pdf

Definitions

Contract: The legal document that formalizes an agreement to create or transfer rights and obligations, entered between the Supplier and the Purchaser (Subsidiary Entity and/or Petróleos Mexicanos). The term Contract may also refer to Supply Contract, Service Contract, Purchase Order, Supply Order, Service Order or Blanket Order.

Document: The original Document or Electronic Document required by the Financing Sources.

Electronic Document: The electronic file that has to be delivered in PDF and/or Excel format, as indicated, observing the nomenclature described in these Instructions, to assign a name to the file. The digitalizing of PDF files shall be effected in black and white, in 400 points per inch (DPI's), verifying the image of such document is sharp.

Exporter: The individual or legal entity domiciled in a foreign country, who enters into a Contract with the Purchaser (Subsidiary Entity and/or Petróleos Mexicanos), and manufactures and/or furnishes goods and/or services that are used to comply with the purpose of the Contract. The term Exporter may also refer to the Supplier.

Individual Commercial Invoice: The commercial invoice issued by the Supplier.

ITS: Shall mean Integrated Trade Systems, Inc.

e-Master Invoice: A form approved by the Ex - Im Bank of the United States of America that has to be delivered in an electronic file in PDF format, in which the U.S. Exporter can detail the substantive information of a group of Individual Commercial Invoices, for the purpose of simplifying the documentation process.

NAICS: The North American Industry Classification System that has to be included in the e-Master Invoice.

Supplier: The individual or legal entity domiciled in a foreign country, who enters into a Contract with the Purchaser (Subsidiary Entity and/or Petróleos Mexicanos), and manufactures and/or furnishes goods and/or services that are used to comply with the purpose of the Contract. The term Supplier may also refer to the Exporter.

Documentation for goods and/or services from the United States of America

Summary

	Documentation
e-Master Invoice ⁽¹⁾	Electronic Document in PDF format ⁽²⁾
e-Master Invoice Data	Electronic Document in Excel format
Exporter's Certificate	Original Document
Exporter's Certificate Data	Electronic Document in Excel format
Anti-Lobbying Certificate	Original Document
Anti-Lobbying Certificate Data	Electronic Document in Excel format

- (1) If the e-Master Invoice includes goods that have been transported by sea, a copy of the Bill of Lading must be included.
- (2) While observing the nomenclature to assign the name of the file, its digitalization must be made in PDF format in black and white, 400 points per inch (DPI's) and verifying that the image of such Document is sharp.

Documentation for Goods and/or Services from the United States of America

e-Master Invoice

General Information

The e-Master Invoice is an Electronic Document accepted by the Ex-Im Bank of the United States of America and its purpose is that U.S. Exporters can detail substantive information related to one or more Individual Commercial Invoices for the same Pemex Contract, in order to expedite the Ex-Im Bank documentation preparation and delivery process.

It's important to mention that all Individual Commercial Invoices shall be available when requested by Ex-Im Bank.

The e-Master Invoice shall be submitted in accordance with the attached format, indicating the number(s) of the Individual Commercial Invoice(s), a detailed description of the related goods and services, the NAICS number as well as the paid amount in dollars of the United States of America before taxes. Moreover, and as applicable, the e-Master Invoice shall include the transportation date of the goods, the initial and final dates of the performance of the services, the point of delivery for the goods, the bill of lading number, the name of the transportation company; if by sea, the name of the vessel, the name of the country where the vessel is flagged and the official registration number of the vessel.

Furthermore, the e-Master Invoice shall necessarily be signed by an authorized person of the Supplier and shall include his name, title, telephone number, electronic mail address and web page of the company.

The e-Master Invoice shall be delivered by electronic file in PDF format and the data contained in such e-Master Invoice by electronic file in Excel format.

Ex-Im Bank, by allowing Suppliers to deliver an e-Master Invoice, simplifies in a great degree the administrative tasks for the integration of the Documentation.

Format

[Letterhead of Exporter] (1)

e-Master Invoice

EXPORTER:

[Name of Exporter] (2)

[Address of Exporter] (3)

D&B No.: *[Dun & Bradstreet Number of Exporter] (4)*

PURCHASER:

[Name of Mexican Purchaser] (5)

[Address of Mexican Purchaser] (6)

e-Master Invoice No.: (7)

Date: (8)

Project: Pemex (9)

Contract No.: (10)

BORROWER: Petróleos Mexicanos

Invoice No.	Detailed Description of Items	NAICS	Invoice Date	Invoice Amount (USD)	Invoice Amount Paid (USD)	Date of Transport/ Services from	Date of Transport/ Services to	Point of Delivery	Bill of Lading Number*	Name of the carrier/ vessel	Vessel Flag	Vessel Official No.	Remarks
(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
Total USD				0.00	0.00								

(25) (26)

I certify that this e-Master Invoice accurately cites to and describes the invoices and amounts paid referenced herein and that such invoices have not been included on previously issued e-Master Invoice. I acknowledge that the Export-Import Bank of the United States will rely on the information provided on the e-Master Invoice in lieu of the invoice(s). (27)

Please do not hesitate to contact us should you have any questions or require any additional information. (28)

*If Goods are being transported by ocean vessel, then a copy of the bill of lading must be provided to Ex-Im Bank. (29)

[Name of Exporter] (30)

By: (31) _____

Name: (32)

Title: (33)

Telephone No: (34)

E-mail Address: (35)

Web Page: (36)

[Letterhead of Exporter] (37)

The information included in this document is considered and delivered as confidential. (38)

File Name: (39)

[Page] / [Pages](40)



**Instructions
e-Master Invoice**

INSTRUCTIONS (Page 1 / 5)

This e-Master Invoice shall be filled in the English language, with a landscape orientation format

DATA	INSTRUCTION
(1) [Letterhead of Exporter]	<i>In accordance with the letterhead stationary of the U.S. Exporter</i> The legend "Letterhead of Exporter" shall not be included.
(2) [Name of Exporter]	<i>Complete name of U.S. Exporter</i> The legend "Name of Exporter" shall not be included.
(3) [Address of Exporter]	<i>Exterior number and street, interior number –eg "suite" – (if applicable), city, state, zip code in the United States of America</i> <i>It is not valid to include P.O. Box only</i> <i>Separate the information by commas</i> The legend "Address of Exporter" shall not be included.
(4) [Dun & Bradstreet Number of Exporter]	<i>If the U.S. Exporter does not have such a number, include the word "None".</i> Nine digit numerical format without hyphens nor spaces The legend "Dun & Bradstreet Number of Exporter" shall not be included
(5) [Name of Mexican Purchaser]	<i>Complete name of Subsidiary Entity /Petróleos Mexicanos</i> Pemex Exploración y Producción Pemex Refinación Pemex Gas y Petroquímica Básica Pemex Petroquímica Petróleos Mexicanos <i>Include c/o Integrated Trade Systems, Inc. if applicable</i> The legend "Name of Mexican Purchaser" shall not be included.
(6) [Address of Mexican Purchaser]	<i>Street and number, interior number (if applicable), neighborhood, borough and municipality, state, zip code in Mexico</i> <i>Separate the information by commas</i> The legend "Address of Mexican Purchaser" shall not be included.
(7) e-Master Invoice No.	<i>Has to be different to the Individual Commercial Invoice Number</i> <i>Do not repeat the same number for other e-Master Invoices of the same Contract Number</i>
(8) Date	<i>Date of preparation of the e-Master Invoice</i> Date format in English as 30-Apr-13
(9) Project	Pemex



e-Master Invoice

INSTRUCTIONS (Page 2 / 5)

DATA	INSTRUCTION											
(10) Contract No.	<p><i>Contract Number between the Supplier and the Purchaser (Subsidiary Entity and/or Petróleos Mexicanos).</i></p> <p>Generally ten alphanumeric characters without hyphens.</p>											
(11) Invoice No	<p><u>Number of the Individual Commercial Invoice</u></p> <p><i>There shall be no Individual Commercial Invoice Numbers that are the same in an e-Master Invoice</i></p>											
(12) Detailed Description of Items	<p><i>Indicate number of articles, qualities and specifications (trademark, model, etc.) of the goods</i></p> <p><i>Indicate in a clear and complete manner the performed services</i></p>											
(13) NAICS	<p><i>Choose the most appropriate number from the North American Industry Classification System, which can be obtained at</i> http://www.naics.com/search.htm</p> <p>Six digit numerical format without hyphens nor spaces</p>											
(14) Invoice Date	<p><u>Date of the Individual Commercial Invoice</u></p> <p><i>Must be the same or prior to the date of the e-Master Invoice</i></p> <p>Date format in English as 30-Apr-13</p>											
(15) Invoice Amount (USD)	<p><u>Amount of the Individual Commercial Invoice</u></p> <p><i>In dollars of the United States of America, without including VAT or any other tax</i></p> <p>Numerical format with commas for thousands and two decimals</p>											
(16) Invoice Amount Paid (USD)	<p><u>Amount Paid of the Individual Commercial Invoice</u></p> <p><i>In dollars of the United States of America, without including VAT or any other tax</i></p> <p><i>Must be higher than zero and equal or lower to the Individual Commercial Invoice Amount</i></p> <p>Numerical format with commas for thousands and two decimals</p>											
(17) Date of Transport/ Services from	<table border="1" data-bbox="602 1556 1479 1738"> <thead> <tr> <th data-bbox="602 1556 1065 1598">Indicate</th> <th data-bbox="1070 1556 1479 1598">If point No. (12) includes:</th> </tr> </thead> <tbody> <tr> <td data-bbox="602 1604 1065 1646">Transportation date of the goods *</td> <td data-bbox="1070 1604 1479 1646">Goods</td> </tr> <tr> <td data-bbox="602 1652 1065 1694">Initial date of the performance period of the services **</td> <td data-bbox="1070 1652 1479 1694">Goods transported by sea</td> </tr> <tr> <td data-bbox="602 1701 1065 1743"></td> <td data-bbox="1070 1701 1479 1743">Vessel charter</td> </tr> <tr> <td data-bbox="602 1749 1065 1791"></td> <td data-bbox="1070 1749 1479 1791">Services</td> </tr> </tbody> </table> <p><i>*Must be the same as the "Date of Transport/ Services to"</i></p> <p><i>** Must be the same or prior to the "Date of Transport/ Services to"</i></p> <p>Date format in English as 30-Apr-13</p>		Indicate	If point No. (12) includes:	Transportation date of the goods *	Goods	Initial date of the performance period of the services **	Goods transported by sea		Vessel charter		Services
Indicate	If point No. (12) includes:											
Transportation date of the goods *	Goods											
Initial date of the performance period of the services **	Goods transported by sea											
	Vessel charter											
	Services											

e-Master Invoice

INSTRUCTIONS (Page 3 / 5)

DATA	INSTRUCTION										
(18) Date of Transport/ Services to	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">Indicate</th> <th style="text-align: center;">If point No. (12) includes:</th> </tr> </thead> <tbody> <tr> <td>Transportation date of the goods *</td> <td>Goods</td> </tr> <tr> <td></td> <td>Goods transported by sea</td> </tr> <tr> <td>End date of the performance period of the services **</td> <td>Vessel charter</td> </tr> <tr> <td></td> <td>Services</td> </tr> </tbody> </table> <p><i>*Must be the same as the "Date of Transport/ Services from"</i> <i>** Must be the same or after to the "Date of Transport/ Services from"</i></p> <p>Date format in English as 30-Apr-13</p>	Indicate	If point No. (12) includes:	Transportation date of the goods *	Goods		Goods transported by sea	End date of the performance period of the services **	Vessel charter		Services
Indicate	If point No. (12) includes:										
Transportation date of the goods *	Goods										
	Goods transported by sea										
End date of the performance period of the services **	Vessel charter										
	Services										
(19) Point of Delivery	<p>Point of delivery of the goods</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">Indicate</th> <th style="text-align: center;">If point No. (12) includes:</th> </tr> </thead> <tbody> <tr> <td>Frontier city in Mexico or in the United States of America or airport in Mexico</td> <td>Goods</td> </tr> <tr> <td>Port in Mexico</td> <td>Goods transported by sea</td> </tr> <tr> <td>Leave blank</td> <td>Vessel charter</td> </tr> <tr> <td>Leave blank</td> <td>Services</td> </tr> </tbody> </table>	Indicate	If point No. (12) includes:	Frontier city in Mexico or in the United States of America or airport in Mexico	Goods	Port in Mexico	Goods transported by sea	Leave blank	Vessel charter	Leave blank	Services
Indicate	If point No. (12) includes:										
Frontier city in Mexico or in the United States of America or airport in Mexico	Goods										
Port in Mexico	Goods transported by sea										
Leave blank	Vessel charter										
Leave blank	Services										
(20) Bill of Lading No.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">Indicate</th> <th style="text-align: center;">If point No. (12) includes:</th> </tr> </thead> <tbody> <tr> <td>Land or aerial bill of lading number</td> <td>Goods</td> </tr> <tr> <td>Maritime bill of lading number</td> <td>Goods transported by sea</td> </tr> <tr> <td>Leave blank</td> <td>Vessel charter</td> </tr> <tr> <td>Leave blank</td> <td>Services</td> </tr> </tbody> </table>	Indicate	If point No. (12) includes:	Land or aerial bill of lading number	Goods	Maritime bill of lading number	Goods transported by sea	Leave blank	Vessel charter	Leave blank	Services
Indicate	If point No. (12) includes:										
Land or aerial bill of lading number	Goods										
Maritime bill of lading number	Goods transported by sea										
Leave blank	Vessel charter										
Leave blank	Services										
(21) Name of the carrier/ vessel	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">Indicate</th> <th style="text-align: center;">If point No. (12) includes:</th> </tr> </thead> <tbody> <tr> <td>Name of transporter</td> <td>Goods</td> </tr> <tr> <td>Name of vessel</td> <td>Goods transported by sea</td> </tr> <tr> <td>Name of vessel</td> <td>Vessel charter</td> </tr> <tr> <td>Leave blank</td> <td>Services</td> </tr> </tbody> </table>	Indicate	If point No. (12) includes:	Name of transporter	Goods	Name of vessel	Goods transported by sea	Name of vessel	Vessel charter	Leave blank	Services
Indicate	If point No. (12) includes:										
Name of transporter	Goods										
Name of vessel	Goods transported by sea										
Name of vessel	Vessel charter										
Leave blank	Services										



e-Master Invoice

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DATA	INSTRUCTION	
(22) Vessel Flag	Indicate	If point No. (12) includes:
	Leave blank	Goods
	Country of flagging of vessel	Goods transported by sea
	Country of flagging of vessel	Vessel charter
	Leave blank	Services
(23) Vessel Official No.	Indicate	If point No. (12) includes:
	Leave blank	Goods
	Vessel registry number	Goods transported by sea
	Vessel registry number	Vessel charter
	Leave blank	Services
(24) Remarks	<i>If the Exporter deems necessary to include any remarks</i>	
(25) Total Invoice Amount (USD)	<u>Total amount of all Individual Commercial Invoices</u> Numerical format with commas for thousands and two decimals	
(26) Total Invoice Amount Paid (USD)	<u>Total amount paid of all Individual Commercial Invoices</u> Numerical format with commas for thousands and two decimals	
(27) I certify that this e-Master Invoice accurately cites to and describes the invoices and amounts paid referenced herein and that such invoices have not been included on a previously issued e-Master Invoice. I acknowledge that the Export-Import Bank of the United States will rely on the information provided on the e-Master Invoice in lieu of the invoice(s).	This legend shall necessarily be included	
(28) Please do not hesitate to contact us should you have any questions or require any additional information.	This legend shall necessarily be included	
(29) *If Goods are being transported by ocean vessel, then a copy of the bill of lading must be provided to Ex-Im Bank.	This legend shall necessarily be included	





e-Master Invoice

INSTRUCTIONS (Page 5 / 5)

DATA	INSTRUCTION
(30) [Name of Exporter]	<i>Same name as indicated in point No. (2)</i> The legend "Name of Exporter" shall not be included
(31) By	<i>Signature of the authorized officer of the U.S. Exporter authorized to sign the e-Master Invoice</i>
(32) Name	<i>Name of the authorized officer of the U.S. Exporter</i>
(33) Title	<i>Title of the authorized officer of the U.S. Exporter</i>
(34) Telephone No.	<i>Telephone no. of the authorized officer of the U.S. Exporter</i> Ten digit numerical format as (712) 436-8965
(35) E-mail Address	<i>E-mail address of the authorized officer of the U.S. Exporter</i>
(36) Web Page	<i>Web Page of the U.S. Exporter</i> <i>If no such page exists, write the word "None"</i>
(37) [Letterhead of Exporter]	<i>In accordance with the letterhead stationary of the U.S. Exporter</i> The legend "Letterhead of Exporter" shall not be included
(38) The information included in this document is considered and delivered as confidential	This legend shall necessarily be included
(39) File Name	<i>The electronic file in PDF format shall be named as follows, in uppercased letters, omitting the following characters \ / : * ? " < > as well as blank spaces:</i> <i>Contract Number (underscore "_") the first three letters of Exporter's Name (underscore "_") e-Master Invoice Number (underscore "_") Total Invoice Amount Paid (underscore "_") the first three letters of the Pemex Project (underscore "_") and the letters ITS.</i> <i>The electronic file in Excel format with the data of the e-Master Invoice shall be named in the same manner</i>
(40) [Page] / [Pages]	<i>Page number and total number of pages</i> The words "Page" and "Pages" shall not be included

N.B. The legend "Instructions of Petróleos Mexicanos and Subsidiary Entities for the Delivery of Documentation Required from the Financing Sources" as well as the page numbers that appear at the footers of the pages shall not be included.



e-Master Invoice

EXPORTER:
American Exporter Inc.
1786 Smith Street, Houston, TX, 87900
D&B No.: 626595700



American Exporter Inc.
1786 Smith Street
Houston, TX, 87900

Phone: 712-436-8915
Fax: 712-436-8900
www.americanexporter.com

PURCHASER:
Pemex Exploración y Producción c/o Integrated Trade Systems, Inc.
Av. Marina Nacional No.329 , Col Petróleos Mexicanos, CP 11311, México D.F.

e-Master Invoice No.: 1643
Date: 30-Apr-13
Project: Pemex
Contract No.: 4210018201
BORROWER: Petróleos Mexicanos

Invoice No.	Detailed Description of Items	NAICS	Invoice Date	Invoice Amount (USD)	Invoice Amount Paid (USD)	Date of Transport/ Services from	Date of Transport/ Services to	Point of Delivery	Bill of Lading Number*	Name of the carrier/ vessel	Vessel Flag	Vessel Official No.	Remarks
4185012	Integral services for processing humid natural gas	213112	3-Nov-11	1,503,496.57	1,503,496.57	15-Dec-11	31-Dec-11						
623533	10 Drill Bits Mod. 48-89-15	333132	15-Nov-11	1,380,000.00	1,380,000.00	20-Nov-11	20-Nov-11	Hidalgo, Texas	770209520720	Land Star			
96317281	3 Farris safety valves Mod. 38ET13-1MC	332911	23-Nov-11	36,900.20	36,900.20	24-Nov-11	24-Nov-11	Laredo, Texas	4000012345678 010	Celadon Trucking Services, Inc			
1262788	Platform Rent of an offshore jack up drilling rig named "American 2020"	532412	1-Dec-11	1,650,000.00	1,650,000.00	1-Dec-11	31-Dec-11						
1247380	2 Compressor parts Mod. Gaspack 37	237120	27-Dec-11	596,241.40	596,241.40	28-Dec-11	28-Dec-11	Laredo, Texas	7820045666678 030	Celadon Trucking Services, Inc			
2-10686	2 Actuators Mod. HP-R-280K & 80 differential pressure transmitter series 2051S	333995	6-Dec-11	755,840.00	755,840.00	7-Dec-11	7-Dec-11	Veracruz	9221114453212 23	Oak River Vessel	USA	852678	
Total USD				5,922,478.17	5,922,478.17								

I certify that this e-Master Invoice accurately cites to and describes the invoices and amounts paid referenced herein and that such invoices have not been included on previously e-Master Invoice. I acknowledge that the Export-Import Bank of the United States will rely on the information provided on the e-Master Invoice in lieu of the invoice(s).

Please do not hesitate to contact us should you have any questions or require any additional information.

*If Goods are being transported by ocean vessel, then a copy of the bill of lading must be provided to Ex-Im Bank.

American Exporter Inc.

By:
Name: Albert Johnson
Title: Vice President
Telephone No.: (712) 436-8965
E-mail Address: ajohnson@americanexporter.com
Web Page: www.americanexporter.com

American Exporter Inc.

The information included in this document is considered and delivered as confidential.

File Name: 421001820_AME_1643_5,922,478.17_PEM_ITS.pdf

Documentation for Goods and/or Services from the United States of America

Exporter's Certificate

General Information

It is a form established by the Ex-Im Bank of the United States of America through which Exporters of such country certify the percentage of U.S. content of the goods and/or services they are supplying, which will be used in order to comply with the purpose of a given Contract(s).

The Supplier shall deliver an original Exporter's Certificate, in accordance with the attached form, for each line of credit arranged by Petróleos Mexicanos with the Ex-Im Bank. Additionally, such Certificate shall indicate the current guarantee number assigned by the Ex-Im Bank, as follows:

Project: Pemex
Ex-Im Bank Guarantee Number: AP087912XX - Mexico

Furthermore, an electronic file in Excel format shall be delivered containing the data of the Exporter's Certificate.

The Ex-Im Bank requires an Amended Exporter's Certificate if there has been a "substantial change" in the relevant Contract(s). "Substantial change" shall mean:

- a) If the U.S. content percentage has decreased by more than 5% (in relation to the U.S. content reported in the initial Exporter's Certificate);
- b) If the foreign content represents more than 20% (i.e. the new U.S. content percentage is less than 80%);
- c) Any other change the US-Exim Bank deems relevant.

Format

[Letterhead of Exporter] (1)

FORM OF EXPORTER'S CERTIFICATE

Name and U.S. Street Address of Exporter: *[Name of Exporter] (2)*
[Address of Exporter] (3)

Date: (4) , 20__

RE: Ex-Im Bank Credit/Guarantee/Insurance Number(s): (5) - *[Project] (6)*

Purchaser: (7)

Supply Contract/Purchase Order No.(s) : (8)

Check one: *(9)* Initial Exporter's Certificate

Amended Exporter's Certificate. The following has changed: [specify]

We understand that the Export Import Bank of the United States ("Ex-Im Bank") provides credit support to promote U.S. export sales, and that Ex-Im Bank will determine the scope of its support for our sale to the Purchaser based on the information provided below. To aid in this determination, we, the Exporter, hereby certify:

PART A: CONTENT (10)

1. Content. This information is based on our best efforts to assess the value of the goods and services ("Goods and Services") to be provided under the above-referenced supply contract(s) or signed purchase order(s) with the Purchaser (the "Supply Contract(s)/Purchase Order(s)"). Content changes may need to be reported via an amended Exporter's Certificate (see Part C below). Check one:

- The Goods and Services contain only U.S. Content: the U.S. Content Percentage is 100% (i.e., no Foreign Content, Local Costs, or Excluded Goods and Services (defined below)). Please do not complete the chart if this box is checked.
- The Goods and Services contain less than 100% U.S. Content. Please complete the chart if this box is checked.

		Definition	USD
A.	Supply Contract/ Purchase Order(s)	The aggregate price of <u>all</u> Goods and Services in the Supply Contract/ Purchase Order(s).	<i>(11)</i>
B.	Excluded Goods and Services	The aggregate price of all Goods and Services that are <u>not</u> eligible for (or excluded from) Ex-Im Bank support (e.g., goods not shipped from the U.S.)	<i>(12)</i>
C.	Contract Price	A minus B	<i>(13)</i>
D.	Local Costs	The aggregate price of all Goods originated/manufactured in the Purchaser's country and all Services provided by residents of the Purchaser's country.	<i>(14)</i>
E.	Net Contract Price	C minus D	<i>(15)</i>
F.	Foreign Content	The aggregate cost to the Exporter of any Goods (or components thereof) that were produced or manufactured outside the U.S., Services provided by third country-resident personnel, and foreign freight costs and foreign insurance included in the Net Contract Price for Goods exported from the U.S. (Such amount shall not include any Local Costs.)	<i>(16)</i>

[Page] / [Pages]

G.	U.S. Content	E minus F	(17)
H.	U.S. Content Percentage	G divided by E, expressed as a percentage.	(18) %
I.	Disbursement Percentage	Initial Exporter's Certificate: input the lower of (i) 85% and (ii) the percentage in H. Amended Exporter's Certificate: input the percentage obtained from the Disbursement Percentage Calculator page (if any).	(19) %

PART B: CERTIFICATIONS

We hereby certify, as to ourselves and the Ex-Im Bank-approved Goods and Services sourced from the U.S. and the Purchaser's country, as follows:

1. 15% Cash Payment. We (i) have received (or will receive) payment for at least 15% of the Net Contract Price, and/or (ii) have financed (or will finance) such amount at market rates. We have submitted (or will submit) evidence of payment of our invoices. (For 100% U.S. Goods and Services, "Net Contract Price" means the aggregate price of such Goods and Services.)

2. Invoices and Shipment. We have provided (or will provide) copies of (i) invoices describing the Goods and Services and (ii) signed, clean, onboard bills of lading evidencing that the Goods included in the Net Contract Price have been shipped from the U.S. to the Purchaser's country. For Services, progress payments for Goods prior to shipment, and/or Local Costs, the value of the work performed at the time the invoices therefor are submitted for payment shall equal or exceed the amount so invoiced (or we have obtained Ex-Im Bank's prior consent to an alternative arrangement).

3. Suspension and Debarment. We and each of our Principals individually, have not within the past 3 years been a) debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in, a Covered Transaction, b) formally proposed for debarment, with a final determination still pending, c) indicted, convicted or had a civil judgment rendered against us for any of the offenses listed in the Regulations, d) delinquent on any substantial debts owed to the U.S. Government or its agencies or instrumentalities as of the date of execution of this certification; or we have received a written statement of exception from Ex-Im Bank attached to this certification, permitting participation in this Covered Transaction despite an inability to make certifications a) through d) in this paragraph.

We further certify that we have not and will not knowingly enter into any agreements in connection with the Goods and Services with any individual or entity that has been debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in a Covered Transaction. All capitalized terms not defined herein shall have the meanings set forth in the Government-wide Non-procurement Suspension and Debarment Regulations - Common Rule (Regulations). In addition, we are not listed on any of the publicly available debarment lists of the following international financial institutions: World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development and the Inter-American Development Bank.

4. Other Payments; Legal Compliance. Without Ex-Im Bank's written consent, a copy of which is attached, we have not and will not agree to, offer to, cause to, or arrange for, directly or indirectly, any payment, discount, allowance, rebate, commission, fee or other payment in connection with the sales of the Goods and Services under (or obtaining) the Supply Contract/Purchase Order(s) or Ex-Im Bank Credit/Guarantee/Insurance, except for a) payment of manufacturing costs or for the purchase of the Goods, b) the regular remuneration of our regular full-time directors, officers and employees; c) regular commissions or fees, if any, to our regular sales agent, broker or representative and readily identifiable on our books and records as to amount, purpose and recipient; d) any discounts, allowances, or rebates to the Purchaser that are disclosed in our invoices; or e) any letter of credit or other fees paid to commercial banks or any payments made to Ex-Im Bank in connection with the Ex-Im Bank Credit/Guarantee/Insurance.

[Page] / [Pages]

In addition, neither we nor anyone acting on our behalf, such as agents, have engaged, or will engage, in any activity in connection with this transaction that is a violation of the Foreign Corrupt Practices Act of 1977, 15 U.S.C. 78dd-1, et seq. (which provides for civil and criminal penalties against companies and individuals who directly or indirectly make or facilitate corrupt payments to foreign officials to obtain or keep business).

Further, neither we nor anyone acting on our behalf in connection with this transaction are currently under charge or have been, within the past 5 years, convicted in any court or been subject to national administrative measures of any country for bribery of foreign public officials.

To the best of our knowledge, the Supply Contract/Purchase Order(s) and the performance by the parties of their respective obligations thereunder does not violate any applicable law.

5. Munitions List. Except as described on our attached statement, none of the Goods and Services are on the U.S. Munitions List (part 121 of Title 22 of the Code of Federal Regulations).

PART C: CHANGES AND EX-IM BANK RELIANCE

6. Changes to Certifications. With respect to Part A, we will promptly complete and submit an Amended Exporter's Certificate if there has been a "material change" in the U.S. Content Percentage (together with a copy of the completed "Disbursement Percentage Calculator" found at www.exim.gov/tools/disbcalc.html) prior to any further presentation of invoices for payment. A "material change" in the U.S. Content Percentage occurs if (a) the U.S. Content Percentage has decreased by more than 5% (as compared to the U.S. Content Percentage reported in the initial Exporter's Certificate) and (b) aggregate foreign content is over 20% (i.e., the new U.S. Content Percentage is less than 80%).

With respect to Parts B or C, if any of the certifications made therein become untrue, we will promptly submit an amended Exporter's Certificate, noting the changes and with any required attachments, prior to any further presentation of invoices for payment.

7. Ex-Im Bank Reliance. With knowledge that Ex-Im Bank will rely on the certifications and representations made in this Exporter's Certificate, we agree we are liable for any damages suffered by Ex-Im Bank's reliance. We understand that these certifications are subject to the penalties for fraud provided in Article 18 U.S.C., Section 1001. We agree that presentation of invoices for payment under the Ex-Im Bank Credit/Guarantee/Insurance is a confirmation by us of the information and certifications made herein. By his signature, the person signing this Exporter's Certificate on behalf of the Exporter represents that he is fully authorized to do so. We agree to provide additional information with respect to any of the matters covered in this Exporter's Certificate upon Ex-Im Bank's reasonable written request.

[Name of Exporter] (20)

By: _____ (21)
(Authorized Officer or Employee)

Name: (22)

Title: (23)

Telephone No.: (24)

E-mail Address: (25)

Web Page: (26)



Instructions

Exporter's Certificate

INSTRUCTIONS (Page 1 / 4)

This Exporter's Certificate must be filled in the English language

DATA	INSTRUCTION				
(1) [Letterhead of Exporter]	<i>In accordance with the letterhead stationary of the U.S. Exporter</i> The legend "Letterhead of Exporter" shall not be included.				
(2) [Name of Exporter]	<i>Complete name of U.S. Exporter</i> The legend "Name of Exporter" shall not be included.				
(3) [Address of Exporter]	<i>Exterior number and street, interior number –eg "suite" – (if applicable), city, state, zip code in the United States of America</i> <i>It is not valid to include P.O. Box only</i> <i>Separate the information by commas</i> The legend "Address of Exporter" shall not be included.				
(4) Date	<i>Date of preparation of the original Document</i> Date format in English as 30-Apr-13				
(5) Ex-Im Bank Credit/Guarantee/Insurance Number(s)	<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="padding: 5px;"><u>Ex-Im Bank Guarantee Numbers</u></td> <td style="padding: 5px;"><u>Pemex Project</u></td> </tr> <tr> <td style="padding: 5px; text-align: center;">AP087912XX-Mexico</td> <td style="padding: 5px; text-align: center;">Pemex</td> </tr> </table>	<u>Ex-Im Bank Guarantee Numbers</u>	<u>Pemex Project</u>	AP087912XX-Mexico	Pemex
<u>Ex-Im Bank Guarantee Numbers</u>	<u>Pemex Project</u>				
AP087912XX-Mexico	Pemex				
(6) Project	The word "Project" shall not be included				
(7) Purchaser	<i>Complete name of Subsidiary Entity /Petróleos Mexicanos</i> Pemex Exploración y Producción Pemex Refinación Pemex Gas y Petroquímica Básica Pemex Petroquímica Petróleos Mexicanos				
(8) Supply Contract/Purchase Order No.(s)	<i>Number(s) of Contract(s) between the Supplier and the Purchaser (Subsidiary Entity and/or Petróleos Mexicanos) belonging to the same Pemex Project</i> Generally ten alphanumeric characters without hyphens. Separate the different Contract numbers with commas, if applicable.				



Exporter's Certificate

INSTRUCTIONS (Page 2 / 4)

DATA	INSTRUCTION				
<p>(9) Check one:</p> <p><input type="checkbox"/> Initial Exporter's Certificate</p> <p><input type="checkbox"/> Amended Exporter's Certificate</p>	<p><input type="checkbox"/> Initial Exporter's Certificate: All cases</p> <p><input type="checkbox"/> Modified Exporter's Certificate: In exceptional cases, if there is a substantial change in the Contract(s). See the 4th paragraph of page 23.</p>				
<p>(10) PART A: CONTENT</p> <p><input type="checkbox"/> The Goods and Services contains ... 100% ...</p> <p><input type="checkbox"/> The Goods and Services contains ... less than 100% ...</p>	<table border="1"> <tr> <td><input type="checkbox"/></td> <td> <p>If the goods and/or services supplied by the Exporter are 100% U.S., check the first box.</p> <p>Do not fill the table that contains subsections A through I and go directly to section (20)</p> </td> </tr> <tr> <td><input type="checkbox"/></td> <td> <p>If the goods and/or services supplied by the Exporter are not 100% U.S., check the second box.</p> <p>Fill the table that contains subsections A through I, that is from section (11) to (19)</p> </td> </tr> </table>	<input type="checkbox"/>	<p>If the goods and/or services supplied by the Exporter are 100% U.S., check the first box.</p> <p>Do not fill the table that contains subsections A through I and go directly to section (20)</p>	<input type="checkbox"/>	<p>If the goods and/or services supplied by the Exporter are not 100% U.S., check the second box.</p> <p>Fill the table that contains subsections A through I, that is from section (11) to (19)</p>
<input type="checkbox"/>	<p>If the goods and/or services supplied by the Exporter are 100% U.S., check the first box.</p> <p>Do not fill the table that contains subsections A through I and go directly to section (20)</p>				
<input type="checkbox"/>	<p>If the goods and/or services supplied by the Exporter are not 100% U.S., check the second box.</p> <p>Fill the table that contains subsections A through I, that is from section (11) to (19)</p>				
<p>(11) A. Supply Contract/Purchase Order(s)</p>	<p>The amount of all goods and services specified in the Contract / Purchase Order between the U.S. Exporter and the Purchaser (<i>Subsidiary Entity and/or Petróleos Mexicanos</i>).</p> <p><i>In dollars of the United States of America</i></p> <p>Numerical format with commas for thousands and two decimals</p>				
<p>(12) B. Excluded Goods and Services</p>	<p>Aggregate amount of the goods and/or services of the Contract, not eligible for financing through the Ex-Im Bank, for example goods not shipped from the United States or services provided by personnel of third countries (for example Germany, Japan, Great Britain, etc.)</p> <p><i>In dollars of the United States of America</i></p> <p>Numerical format with commas for thousands and two decimals</p>				
<p>(13) C. Contract Price</p>	<p>A minus B: section No. (11) minus section No. (12)</p> <p><i>In dollars of the United States of America</i></p> <p>Numerical format with commas for thousands and two decimals</p>				
<p>(14) D. Local Costs</p>	<p>Aggregate amount of all goods of Mexican origin and of services provided by Mexican residents, of the Contract</p> <p>These are the local costs incurred by the U.S. Exporter. If the U.S. Exporter incorporates local costs in its Contract, they are specified in this section.</p> <p><i>In dollars of the United States of America</i></p> <p>Numerical format with commas for thousands and two decimals. ▲</p>				



Exporter's Certificate

INSTRUCTIONS (Page 3 / 4)

DATA	INSTRUCTION				
(15) E. Net Contract Price	<p>C minus D: section No. (13) minus section No. (14)</p> <p><i>In dollars of the United States of America</i></p> <p>Numerical format with commas for thousands and two decimals</p>				
(16) F. Foreign Content	<p>Aggregate cost for the U.S. Exporter of (1) the goods or components manufactured outside of the United States, (2) services provided by residents of third countries, (3) foreign transport costs, (4) foreign insurance cost, included in the Net Amount of the Contract that it is part of the exported (shipped) goods and/or services from the United States of America.</p> <p><i>In dollars of the United States of America</i></p> <p>Numerical format with commas for thousands and two decimals</p>				
(17) G. U.S. Content	<p>E minus F: section No. (15) minus section No. (16)</p> <p><i>In dollars of the United States of America</i></p> <p>Numerical format with commas for thousands and two decimals</p>				
(18) H. U. S. Content Percentage	<p>G divide d by E: section No. (17) divided by section No. (15)</p> <p>Percentage with two decimals format</p>				
(19) I. Disbursement Percentage	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%; padding: 5px;">With respect to the Initial Exporter's Certificate</td> <td style="padding: 5px;">The percentage that results less between 85% and the percentage obtained in subsection H (section No.(18))</td> </tr> <tr> <td style="padding: 5px;">With respect to the Modified Exporter's Certificate</td> <td style="padding: 5px;">The percentage that results form the Disbursement Percentage Calculator that can be found in Exim-Bank's web page (www.exim.gov/disbcalc.html).</td> </tr> </table> <p>Percentage with two decimals format</p>	With respect to the Initial Exporter's Certificate	The percentage that results less between 85% and the percentage obtained in subsection H (section No.(18))	With respect to the Modified Exporter's Certificate	The percentage that results form the Disbursement Percentage Calculator that can be found in Exim-Bank's web page (www.exim.gov/disbcalc.html).
With respect to the Initial Exporter's Certificate	The percentage that results less between 85% and the percentage obtained in subsection H (section No.(18))				
With respect to the Modified Exporter's Certificate	The percentage that results form the Disbursement Percentage Calculator that can be found in Exim-Bank's web page (www.exim.gov/disbcalc.html).				
(20) [Name of Exporter]	<p><i>The same name as indicated in section No. (2)</i></p> <p>The legend "Name of Exporter" shall not be included</p> <p style="text-align: right;">▲</p>				



Exporter's Certificate

INSTRUCTIONS (Page 4 / 4)

DATA	INSTRUCTION
(21) By	<i>Signature of the officer of the U.S. Exporter authorized to sign the original document</i> Manual signature, preferably in blue ink
(22) Name	<i>Name of the authorized officer of the U.S. Exporter</i>
(23) Title	<i>Title of the authorized officer of the U.S. Exporter</i>
(24) Telephone No.	<i>Telephone no. of the authorized officer of the U.S. Exporter</i> Ten digit numerical format as (712) 436-8965
(25) E-mail Address	<i>E-mail address of the authorized officer of the U.S. Exporter</i>
(26) Web Page	<i>Web Page of the U.S. Exporter</i> <i>If no such page exists, write the word "None"</i>
(27) [Page] / [Pages]	<i>Page number and total number of pages</i> The words "Page" and "Pages" shall not be included

The name of the electronic file in Excel format with the data of the Exporter's Certificate shall be named as follows, in uppercased letters, omitting the following characters \ / : * ? " < > | as well as blank spaces:

The first six letters of the first word in the Exporter Name (underscore "_") first three letters of the second, third and fourth words of the Exporter Name (each separated by an underscore "_") Contract Number, and if there is more than one Contract, indicate the first Contract Number only and add the # symbol (underscore "_") Supply Contract/Purchase Order(s), only if the amount is greater than zero (underscore "_") the three first letters of the Pemex Project (underscore "_") date of the Exporter's Certificate in English format as 30-Apr-13 (underscore "_") the letters EC (underscore "_") and the letters ITS. Example:

AMERIC_EXP_INC_421001820#_15,000,000.00_PEM_30-Apr-13_EC_ITS.xlsx

In case that the Exporter deems that the information it is providing is confidential, it suggested to insert the following legend at the end of this Document: "The information included in this document is considered and delivered as confidential."

N.B. The legend "Instructions of Petróleos Mexicanos and Subsidiary Entities for the Delivery of Documentation Required from the Financing Sources" as well as the page numbers located in the footnote shall not be included.





American Exporter Inc.
1786 Smith Street
Houston, TX, 87900

Phone: 712-436-8915
Fax: 712-436-8900
www.americanexporter.com

FORM OF EXPORTER'S CERTIFICATE

Name and U.S. Street Address of Exporter: **American Exporter Inc.**
1786 Smith Street
Houston, Tx. 87900

Date: **30-Apr-13**

RE:Ex-Im Bank Credit/Guarantee/Insurance Number(s): **AP087912XX - Mexico - Pemex**

Purchaser: **Pemex Exploración y Producción**
Supply Contract/Purchase Order No.(s) **4210018201, 4210018282**

Check one: Initial Exporter's Certificate
 Amended Exporter's Certificate. The following has changed: [specify]

We understand that the Export Import Bank of the United States ("Ex-Im Bank") provides credit support to promote U.S. export sales, and that Ex-Im Bank will determine the scope of its support for our sale to the Purchaser based on the information provided below. To aid in this determination, we, the Exporter, hereby certify:

PART A: CONTENT

1. Content. This information is based on our best efforts to assess the value of the goods and services ("Goods and Services") to be provided under the above-referenced supply contract(s) or signed purchase order(s) with the Purchaser (the "Supply Contract(s)/Purchase Order(s)"). Content changes may need to be reported via an amended Exporter's Certificate (see Part C below). Check one:

- The Goods and Services contain only U.S. Content: the U.S. Content Percentage is 100% (i.e., no Foreign Content, Local Costs, or Excluded Goods and Services (defined below)). Please do not complete the chart if this box is checked.
- The Goods and Services contain less than 100% U.S. Content. Please complete the chart if this box is checked.

		Definition	USD
A.	Supply Contract/ Purchase Order(s)	The aggregate price of <u>all</u> Goods and Services in the Supply Contract/ Purchase Order(s).	15,000,000.00
B.	Excluded Goods and Services	The aggregate price of all Goods and Services that are <u>not</u> eligible for (or excluded from) Ex-Im Bank support (e.g., goods not shipped from the U.S.)	0.00
C.	Contract Price	A minus B	15,000,000.00
D.	Local Costs	The aggregate price of all Goods originated/manufactured in the Purchaser's country and all Services provided by residents of the Purchaser's country.	1,500,000.00
E.	Net Contract Price	C minus D	13,500,000.00
F.	Foreign Content	The aggregate cost to the Exporter of any Goods (or components thereof) that were produced or manufactured outside the U.S., Services provided by third country-resident personnel, and foreign freight costs and foreign insurance included in the Net Contract Price for Goods exported from the U.S. (Such amount shall not include any Local Costs.)	2,600,000.00

G.	U.S. Content	E minus F	10,900,000.00
H.	U.S. Content Percentage	G divided by E, expressed as a percentage.	80.74 %
I.	Disbursement Percentage	Initial Exporter's Certificate: input the lower of (i) 85% and (ii) the percentage in H. Amended Exporter's Certificate: input the percentage obtained from the Disbursement Percentage Calculator page (if any).	80.74 %

PART B: CERTIFICATIONS

We hereby certify, as to ourselves and the Ex-Im Bank-approved Goods and Services sourced from the U.S. and the Purchaser's country, as follows:

1. **15% Cash Payment.** We (i) have received (or will receive) payment for at least 15% of the Net Contract Price, and/or (ii) have financed (or will finance) such amount at market rates. We have submitted (or will submit) evidence of payment of our invoices. (For 100% U.S. Goods and Services, "Net Contract Price" means the aggregate price of such Goods and Services.)
2. **Invoices and Shipment.** We have provided (or will provide) copies of (i) invoices describing the Goods and Services and (ii) signed, clean, onboard bills of lading evidencing that the Goods included in the Net Contract Price have been shipped from the U.S. to the Purchaser's country. For Services, progress payments for Goods prior to shipment, and/or Local Costs, the value of the work performed at the time the invoices therefor are submitted for payment shall equal or exceed the amount so invoiced (or we have obtained Ex-Im Bank's prior consent to an alternative arrangement).
3. **Suspension and Debarment.** We and each of our Principals individually, have not within the past 3 years been a) debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in, a Covered Transaction, b) formally proposed for debarment, with a final determination still pending, c) indicted, convicted or had a civil judgment rendered against us for any of the offenses listed in the Regulations, d) delinquent on any substantial debts owed to the U.S. Government or its agencies or instrumentalities as of the date of execution of this certification; or we have received a written statement of exception from Ex-Im Bank attached to this certification, permitting participation in this Covered Transaction despite an inability to make certifications a) through d) in this paragraph.

We further certify that we have not and will not knowingly enter into any agreements in connection with the Goods and Services with any individual or entity that has been debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in a Covered Transaction. All capitalized terms not defined herein shall have the meanings set forth in the Government-wide Non-procurement Suspension and Debarment Regulations - Common Rule (Regulations). In addition, we are not listed on any of the publicly available debarment lists of the following international financial institutions: World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development and the Inter-American Development Bank.

4. **Other Payments; Legal Compliance.** Without Ex-Im Bank's written consent, a copy of which is attached, we have not and will not agree to, offer to, cause to, or arrange for, directly or indirectly, any payment, discount, allowance, rebate, commission, fee or other payment in connection with the sales of the Goods and Services under (or obtaining) the Supply Contract/Purchase Order(s) or Ex-Im Bank Credit/Guarantee/Insurance, except for a) payment of manufacturing costs or for the purchase of the Goods, b) the regular remuneration of our regular full-time directors, officers and employees; c) regular commissions or fees, if any, to our regular sales agent, broker or representative and readily identifiable on our books and records as to amount, purpose and recipient; d) any discounts, allowances, or rebates to the Purchaser that are disclosed in our invoices; or e) any letter of credit or other fees paid to commercial banks or any payments made to Ex-Im Bank in connection with the Ex-Im Bank Credit/Guarantee/Insurance.

In addition, neither we nor anyone acting on our behalf, such as agents, have engaged, or will engage, in any activity in connection with this transaction that is a violation of the Foreign Corrupt Practices Act of 1977, 15 U.S.C. 78dd-1, et seq. (which provides for civil and criminal penalties against companies and individuals who directly or indirectly make or facilitate corrupt payments to foreign officials to obtain or keep business).

Further, neither we nor anyone acting on our behalf in connection with this transaction are currently under charge or have been, within the past 5 years, convicted in any court or been subject to national administrative measures of any country for bribery of foreign public officials.

To the best of our knowledge, the Supply Contract/Purchase Order(s) and the performance by the parties of their respective obligations thereunder does not violate any applicable law.

5. Munitions List. Except as described on our attached statement, none of the Goods and Services are on the U.S. Munitions List (part 121 of Title 22 of the Code of Federal Regulations).

PART C: CHANGES AND EX-IM BANK RELIANCE

6. Changes to Certifications. With respect to Part A, we will promptly complete and submit an Amended Exporter's Certificate if there has been a "material change" in the U.S. Content Percentage (together with a copy of the completed "Disbursement Percentage Calculator" found at www.exim.gov/tools/disbcalc.html) prior to any further presentation of invoices for payment. A "material change" in the U.S. Content Percentage occurs if (a) the U.S. Content Percentage has decreased by more than 5% (as compared to the U.S. Content Percentage reported in the initial Exporter's Certificate) and (b) aggregate foreign content is over 20% (i.e., the new U.S. Content Percentage is less than 80%).

With respect to Parts B or C, if any of the certifications made therein become untrue, we will promptly submit an amended Exporter's Certificate, noting the changes and with any required attachments, prior to any further presentation of invoices for payment.

7. Ex-Im Bank Reliance. With knowledge that Ex-Im Bank will rely on the certifications and representations made in this Exporter's Certificate, we agree we are liable for any damages suffered by Ex-Im Bank's reliance. We understand that these certifications are subject to the penalties for fraud provided in Article 18 U.S.C., Section 1001. We agree that presentation of invoices for payment under the Ex-Im Bank Credit/Guarantee/Insurance is a confirmation by us of the information and certifications made herein. By his signature, the person signing this Exporter's Certificate on behalf of the Exporter represents that he is fully authorized to do so. We agree to provide additional information with respect to any of the matters covered in this Exporter's Certificate upon Ex-Im Bank's reasonable written request.

American Exporter Inc.

By: 

(Authorized Officer or Employee)

Name: **Albert Johnson**

Title: **Vice President**

Telephone No.: **(712) 436-8915**

E-mail Address: **ajohnson@americanexporter.com**

Web Page: **www.americanexporter.com**

3/3

Documentation for Goods and/or Services from the United States of America

Anti-Lobbying Certificate

General Information

It is a format established by the Ex-Im Bank of the United States of America through which Exporters of such country certified they have not used federal funds for lobbying purposes to influence or attempting to influence any official or employee of any governmental agency, member of Congress, officer or employee of Congress or employee of any member of Congress in relation to federal contracts, donations, loans of cooperation agreements.

The Supplier shall deliver an original Anti-Lobbying Certificate, in accordance with the attached form, for each line of credit arranged by Petróleos Mexicanos with the Ex-Im Bank. Additionally, such Certificate shall indicate the guarantee number assigned by the Ex-Im Bank for each relevant line of credit.

Furthermore, an electronic file in Excel format shall be delivered containing the data of the Anti-Lobbying Certificate.

Format

[Letterhead of Exporter] (1)

ANTI-LOBBYING CERTIFICATE

Date: (2)

Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, D.C. 20571
Attention: Division

Subject: Ex-Im Bank Credit No(s): (3) - *[Project]* (4) .
Petróleos Mexicanos ("Borrower")
Anti-Lobbying Certificate

Ladies and Gentlemen:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title

[Page] / [Pages]

31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Name of Exporter] (5)

Dun & Bradstreet Number of Exporter: (6)

By: _____ (7)
(Authorized Officer or Employee)

Name: (8)
Title: (9)
Address: (10)
Telephone No.: (11)
E-mail Address: (12)
Web Page: (13)

This Certificate must be signed by the President, Chief Executive Officer (if different) and/or Chief Financial Officer, and/or by any other authorized officer(s) of the undersigned. Execution of this certificate constitutes a representation that the signer(s) are fully authorized to do so on behalf of the undersigned. Any person who makes a false representation to Ex-Im Bank may be subject to fine and/or imprisonment pursuant to 18 U.S.C. §1001. The undersigned agrees that, upon request, it will provide Ex-Im Bank with evidence of authority with respect to the person(s) signing this certificate.

[Page] / [Pages] (14)



Instructions

Anti-Lobbying Certificate

INSTRUCTIONS (Page 1 / 2)

This Anti-Lobbying Certificate must be filled in the English language.

DATA	INSTRUCTION				
(1) [Letterhead of Exporter]	<i>In accordance with the letterhead stationary of the U.S. Exporter</i> The legend "Letterhead of Exporter" shall not be included.				
(2) Date	<i>Date of preparation of the original Document</i> Date format in English as 30-Apr-13				
(3) Ex-Im Bank Credit No.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><u>Ex-Im Bank Guarante No(s).</u></td> <td style="text-align: center;"><u>Pemex Project(s)</u></td> </tr> <tr> <td style="text-align: center;">AP087912XX-Mexico</td> <td style="text-align: center;">Pemex</td> </tr> </table>	<u>Ex-Im Bank Guarante No(s).</u>	<u>Pemex Project(s)</u>	AP087912XX-Mexico	Pemex
<u>Ex-Im Bank Guarante No(s).</u>	<u>Pemex Project(s)</u>				
AP087912XX-Mexico	Pemex				
(4) Project	The word "Project(s)" shall not be included				
(5) [Name of Exporter]	<i>Complete name of the U.S. Exporter</i> The legend "Name of Exporter" shall not be included				
(6) [Dun & Bradstreet Number of Exporter]	<i>If the U.S. Exporter does not have such a number, write the word "None"</i> Nine digit numerical format without hyphens nor spaces				
(7) By	<i>Signature of the officer of the U.S. Exporter authorized to sign the original Document</i> Manual signature, preferably in blue ink				
(8) Name	<i>Name of the authorized officer of the U.S. Exporter</i>				
(9) Title	<i>Title of the authorized officer of the U.S. Exporter</i>				
(10) Address	<i>Exterior number and street, interior number –eg "suite" – (if applicable), city, state, zip code in the United States of America</i> <i>It is not valid to include P.O. Box only</i> <i>Separate the information by commas</i>				
(11) Telephone No.	<i>Telephone no. of the authorized officer of the U.S. Exporter</i> Ten digit numerical format as (712) 436-8965				



Anti-Lobbying Certificate

INSTRUCTIONS (Page 2 / 2)

DATA	INSTRUCTION
(12) E-mail Address	<i>E-mail address of the authorized officer of the U.S. Exporter</i>
(13) Web Page	<i>Web Page of the U.S. Exporter If no such page exists, write the word "None"</i>
(14) [Page] / [Pages]	<i>Page number and total number of pages The words "Page" and "Pages" shall not be included</i>

The name of the electronic file in Excel format with the data of the Anti-Lobbying Certificate shall be named as follows, in uppercased letters, omitting the following characters \ / : * ? " < > | as well as blank spaces:

The first six letters of the first word in the Exporter Name (underscore "_") first three letters of the second, third and fourth words of the Exporter Name (each separated by an underscore "_") the three first letters of the Pemex Project (underscore "_") date of the Anti-Lobbying Certificate in English format as 30-Apr-13 (underscore "_") the letters AC (underscore "_") and the letters ITS. Example:
AMERIC_EXP_INC_PEM_30-Apr-13_AC_ITS.xlsx

In case that the Exporter deems that the information it is providing is confidential, it suggested to insert the following legend at the end of this Document: "The information included in this document is considered and delivered as confidential."

N.B. The legend "Instructions of Petróleos Mexicanos and Subsidiary Entities for the Delivery of Documentation Required from the Financing Sources" as well as the page numbers located in the footnote shall not be included.





American Exporter Inc.
1786 Smith Street
Houston, TX, 87900

Phone: 712-436-8915
Fax: 712-436-8900
www.americanexporter.com

ANTI-LOBBYING CERTIFICATE

Date: **30-Apr-13**

Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, D.C. 20571
Attention: Division

Subject: Ex-Im Bank Credit No(s). **AP086912XX - Mexico - Pemex**

Petróleos Mexicanos ("Borrower")
Anti-Lobbying Certificate

Ladies and Gentlemen:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

1/2

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

American Exporter Inc.

Dun & Bradstreet Number of Exporter: **626595700**

By: 

(Authorized Officer or Employee)

Name: **Albert Johnson**

Title: **Vice President**

Address: **1786 Smith Street, Houston, TX, 87900**

Telephone No.: **(712) 436-8915**

E-mail Address: **ajohnson@americanexporter.com**

Web Page: **www.americanexporter.com**

This Certificate must be signed by the President, Chief Executive Officer (if different) and/or Chief Financial Officer, and/or by any other authorized officer(s) of the undersigned. Execution of this certificate constitutes a representation that the signer(s) are fully authorized to do so on behalf of the undersigned. Any person who makes a false representation to Ex-Im Bank may be subject to fine and/or imprisonment pursuant to 18 U.S.C. §1001. The undersigned agrees that, upon request, it will provide Ex-Im Bank with evidence of authority with respect to the person(s) signing this certificate.

Documentation for goods and/or services from Canada, Europe and Asia

General Information

Export Development Canada (“EDC”) as well as the Export Credit Agencies from European and Asian countries require the following information and documentation in order that Petróleos Mexicanos and/or its Subsidiary Entities can use the funds from the guaranteed lines of credit by such Institutions:

- Complete name and address of the Exporter.
- Copy of the signed Contracts between the Exporter and Petróleos Mexicanos and/or its Subsidiary Entity.
- Brief description of the goods and/or services.
- Estimated amount of the imports.
- Name and contact information.
- Evidence of payment to the Exporter.
- Information on environmental aspects.
- Additional information and/or reasonable documentary evidence that can be requested by EDC and the ECA’s from other countries.

Electronic Information for Canada, Europe and Asia

It’s important to mention that the Exporter shall deliver documentation to ITS, the Purchaser (Subsidiary Entity/Petróleos Mexicanos) or to the financial institution indicated by ITS or Purchaser. The general information shall be delivered through an electronic file in Excel format to ITS, in accordance with the attached form titled “Electronic Information for Canada, Europe and Asia” prior to the shipment or the starting point of the services.

Format

Electronic Information for Canada, Europe and Asia

Contract Number	Subsidiary Entity / Petróleos Mexicanos	Name of the Pemex Project	Purpose of the Contract	Name of Supplier	Signature date of the Contract	Currency of the Contract	Total estimated amount of the Contract in original currency	Exchange rate
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Total estimated amount of the Contract in USD	Shipping date / services from:	Shipping date / services to:	Country of origin of the goods/services	Continent of origin of the goods/services	Supplier's Address	Name	Title	Telephone
(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)

E-mail Address	Web Page	Date	Comments	File name
(19)	(20)	(21)	(22)	(23)

Instructions

Electronic Information for Canada, Europe and Asia

INSTRUCTIONS (Page 1 / 2)

DATA	INSTRUCTION
(1) Contract Number	Between the Supplier and the Purchaser (Subsidiary Entity and/or Petróleos Mexicanos) Generally ten alphanumeric characters without hyphens.
(2) Subsidiary Entity / Petróleos Mexicanos	Pemex Exploración y Producción Pemex Refinación Pemex Gas y Petroquímica Básica Pemex Petroquímica Petróleos Mexicanos
(3) Name of the Pemex Project	Pemex
(4) Purpose of the Contract	Detailed description of the purpose of the Contract
(5) Name of Supplier	Complete name of the Exporter
(6) Signature date of the Contract	Date in English format as 30-Apr-13
(7) Currency of the Contract	Currency of the Contract
(8) Total estimated amount of the Contract in original currency	Numerical format with commas for the thousands and two decimals
(9) Exchange rate	Estimated exchange rate to convert the original currency to USD
(10) Total estimated amount of the Contract in USD	Numerical format with numbers for the thousands and two decimals
(11) Shipping date / services from	<i>Estimated shipping date of the goods or initial date of the performance period of the services</i> <i>Must be the same or prior to the Shipping date / services to</i> Date format in English as 30-Apr-13
(12) Shipping date / services to	<i>Estimated shipping date of the goods or end date of the performance period of the services</i> <i>Must be the same or after to the Shipping date / services from</i> Date format in English as 30-Apr-13
(13) Country of origin of the goods/services	Indicate the country of origin of the goods and/or services
(14) Continent of origin of the goods/services	Indicate the continent of origin of the goods and/or services: <i>America</i> <i>Europe</i> <i>Asia</i> <i>Other</i>





Electronic Information for Canada, Europe and Asia

INSTRUCTIONS (Page 2 / 2)

DATA	INSTRUCTION
(15) Supplier's Address	<i>Include Street, number, city, state, postal code and country P.O. Box only is not valid</i>
(16) Name	<i>Complete name of the officer of the Exporter to contact</i>
(17) Title	<i>Title of the officer of the Exporter to contact</i>
(18) Telephone	<i>Telephone number of the officer of the Exporter to contact Indicate the country and city code and local number</i>
(19) E-mail Address	<i>E-mail Address of the officer of the Exporter to contact</i>
(20) Web Page	<i>Web page of the Exporter If no such page exists, write the word "None"</i>
(21) Date	<i>Date on which Supplier prepares this Electronic Document Date in English format as 30-Apr-13</i>
(22) Comments	<i>If Supplier deems necessary to include any comment</i>
(23) File name	<i>The electronic file in Excel format shall be named as follows, in uppercased letters, omitting the following characters \ / : * ? " < > as well as blank spaces: Name of Supplier (underscore "_") Date on which the Supplier prepares this Electronic Document –with English format as 30-Apr-13– (underscore "_") the letters "EICEA" (underscore "_") and letters ITS. Example: UnitedVesselsUKLtd_30-Apr-13_EICEA_ITS.xlsx</i>

N.B. The legend "Instructions of Petróleos Mexicanos and Subsidiary Entities for the Delivery of Documentation Required from the Financing Sources" as well as the page numbers that appear at the footer shall not be included. ▲

Electronic Information for Canada, Europe and Asia

Contract Number	Subsidiary Entity / Petróleos Mexicanos	Name of the Pemex Project	Purpose of the Contract	Name of Supplier	Signature date of the Export Contract	Currency of the Contract	Total estimated amount of the Contract in original currency	Exchange rate
4210018201	Pemex Exploración y Producción.	Pemex	Vessel charter	United Vessels UK Ltd.	1-Apr-13	Euros	50,000,000.00	1.2853

Total estimated amount of the Contract in USD	Shipping date / services from:	Shipping date / services to:	Country of origin of the goods/services	Continent of origin of the goods/services	Supplier's Address	Name	Title	Telephone
64,265,000.00	15-Jun-13	15-Jun-14	Kingdom of Great Britain	Europe	458 Queen's Blvd., Liverpool MP6, England	Adam Smith	Treasurer	00-44-14-2633-6950

E-mail Address	Web Page	Date	Comments	File name
adams@unitedvuk.com	www.unitedvuk.com	30-Apr-13		UnitedVesselsUKLtd._30- Apr-13_EICEA_ITS

Documentation for goods and/or services from other countries, including Mexico

General Information

Documentation required by other Financial Agents and/or Petróleos Mexicanos:

- In case of goods and/or services from Mexico or regions different to the United States, Canada, Europe and Asia, basically the same information is required as for Canadian, European and Asian ECAs. However, it will only be requested on a case by case basis, after analyzing the information of goods and/or services.

- If necessary, the following may be requested:
 - More information to verify the origin of the goods.
 - Copy of the Individual Commercial Invoices.