U.S. $60,000,000,000

Pemex Project Funding Master Trust

Medium-Term Notes, Series A, Due 1 Year or More from Date of Issue

unconditionally and irrevocably guaranteed by

Petróleos Mexicanos

(A Decentralized Public Entity of the Federal Government of the United Mexican States)

The Pemex Project Funding Master Trust (the "Issuer" or the "Master Trust"), a statutory trust organized under the laws of the State of Delaware, may offer from time to time its Medium-Term Notes, Series A, due 1 year or more from date of issue, as selected by the purchaser and agreed to by the Issuer, in an aggregate initial offering price not to exceed U.S. $60,000,000,000 or its equivalent in other currencies or currency units, subject to increase by the Issuer (the "Notes"). The currency or currency unit of denomination and payment, form, interest rate, interest payment dates, issue price (and the U.S. dollar equivalent thereof, in the case of Notes denominated in other than U.S. dollars) and maturity date of any Note will be set forth in the related Final Terms ("Final Terms"). See "Description of Notes." The payment of principal of and premium (if any) and interest on the Notes will be unconditionally and irrevocably guaranteed by Petróleos Mexicanos (the "Guarantor"), a decentralized public entity of the Federal Government (the "Mexican Government") of the United Mexican States ("Mexico"). Petróleos Mexicanos' obligations as Guarantor are unconditionally and irrevocably guaranteed jointly and severally by Pemex-Exploración y Producción, Pemex-Refinación and Pemex-Gas y Petroquímica Básica (each, a "Subsidiary Guarantor" and, collectively, the "Subsidiary Guarantors"), each of which is a decentralized public entity of the Mexican Government. The Notes are not obligations of, or guaranteed by, Mexico.

The principal amount payable at or prior to maturity, the amount of interest payable and any premium payable with respect to the Notes may be determined by the difference in the price of crude oil on certain dates, or by some other index or indices, as set forth in the related Final Terms.

Unless a Redemption Commencement Date is specified in the applicable Final Terms, the Notes will not be redeemable prior to their Stated Maturity except in the event of certain changes in Mexican Withholding Taxes (as defined herein). If a Redemption Commencement Date is so specified, the Notes will be redeemable at the option of the Issuer at any time after such date as described herein. Unless otherwise specified in the applicable Final Terms, the Notes will not be subject to repayment at the option of the holder prior to their Stated Maturity.

The Notes will contain provisions regarding acceleration and future modifications to their terms that differ from those applicable to certain of the Issuer's and the Guarantor's other outstanding public external indebtedness issued prior to October 2004. Under these provisions, which are commonly referred to as "collective action clauses" and are described under "Description of Notes—Modification and Waiver," in certain circumstances, the Issuer and the Guarantor may amend the payment and certain other provisions of an issue of Notes with the consent of the holders of 75% of the aggregate principal amount of such Notes.

The Notes are being offered for sale in offshore transactions in reliance on Regulation S under the United States Securities Act of 1933, as amended (the "Securities Act"). A portion of the Notes may also be offered for sale in the United States pursuant to an available exemption from registration under the Securities Act. Unless otherwise specified in the applicable Final Terms, each Registered Note (as defined herein) offered hereby will be represented by one or more global Registered Notes without interest coupons (each, a "Global Note"), which will be deposited with, or on behalf of, The Depository Trust Company ("DTC") or with a common depositary for Euroclear Bank S.A./N.V. as operator of the Euroclear Clearance System plc ("Euroclear") and Clearstream Banking, *société anonyme* ("Clearstream, Luxembourg"). Unless otherwise specified in the applicable Final Terms, Bearer Notes (as defined herein) will initially be represented by a temporary global Bearer Note, without interest coupons, which will be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Such temporary global Bearer Note will be exchangeable for a permanent global Bearer Note or definitive Bearer Notes, as specified in the applicable Final Terms, on or after the Exchange Date therefor and after the requisite certifications as to non-U.S. beneficial ownership have been provided as described herein. See "Description of Notes—Form and Denomination." Except as described herein, Notes in definitive certificated form will not be issued in exchange for Global Notes or Bearer Notes in global form or interests therein. See "Description of Notes—Certificated Notes and Definitive Bearer Notes."

Application has been made to admit the Notes to listing on the Official List of the Luxembourg Stock Exchange and to trading on the Euro MTF market (the "Euro MTF"). No assurance can be given that the Notes will be sold or that an active trading market for the Notes will develop. This Offering Circular constitutes a Base Prospectus for the purposes of listing Notes on the Luxembourg Stock Exchange.

See "Risk Factors" on page 13 and "Currency Risks and Risks Associated with Indexed Notes" on page 55 for certain considerations relevant to an investment in the Notes.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR ANY STATE SECURITIES LAWS AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. ACCORDINGLY, THE NOTES MAY BE OFFERED AND SOLD ONLY (A) TO "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT AND (B) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT. FOR CERTAIN RESTRICTIONS ON RESALE AND TRANSFER, SEE "OFFERING AND SALE" AND "NOTICE TO INVESTORS."

The information contained herein or in the offering circular is the exclusive responsibility of the Issuer, the Guarantor and the Subsidiary Guarantors (and not the Managing Trustee) and has not been reviewed or authorized by the Comisión Nacional Bancaria y de Valores ("CNBV") of Mexico. The characteristics of the offering will be notified to the CNBV solely for information purposes and do not imply any certification as to the investment quality of the Notes, the solvency of the Issuer, the Guarantor or the Subsidiary Guarantors. The Notes may not be offered or sold in Mexico except through a private offering in accordance with article 8 (or any successor provision) of the *Ley de Mercado de Valores* (the "Securities Market Law").

Offers to purchase Notes are being solicited, on a reasonable efforts basis, from time to time by the Agents on behalf of the Issuer. Notes may be sold to the Agents on their own behalf at negotiated discounts for resale as described above. The Issuer may also sell Notes directly on its own behalf or to or through other brokers or dealers. The Issuer reserves the right to withdraw, cancel or modify the offering contemplated hereby without notice. No termination date for the offering of the Notes has been established. The Issuer, or any Agent if it solicits the offer, may reject any offer to purchase Notes as a whole or in part. See "Offering and Sale."

Joint Arrangers

Citi **Credit Suisse**

Agents

Citi **Credit Suisse**
Goldman, Sachs & Co. **Goldman Sachs International**
JPMorgan **Lehman Brothers**

The Offering Circular is dated July 18, 2008. This Offering Circular may not be used for the purpose of listing the Notes on the Official List of the Luxembourg Stock Exchange and to trading on the Euro MTF after July 18, 2009.

This Offering Circular does not constitute an offer of, or an invitation by or on behalf of the Issuer, the Guarantor or the Subsidiary Guarantors to subscribe for or purchase any of the Notes. The distribution of this Offering Circular and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular comes are required by the Issuer, the Guarantor, the Subsidiary Guarantors and the Agents to inform themselves about and to observe any such restrictions. For a description of certain further restrictions on offers and sales of the Notes and distribution of this Offering Circular, see "Offering and Sale" and "Notice to Investors."

The Issuer is a Delaware statutory trust established by Petróleos Mexicanos pursuant to the terms of a trust agreement dated as of November 10, 1998, as amended by Amendment No. 1 on November 17, 2004, Amendment No. 2 on December 22, 2004 and Amendment No. 3 on August 17, 2006, among The Bank of New York Mellon, as Managing Trustee, BNY Mellon Trust of Delaware, as Delaware Trustee, and Petróleos Mexicanos, as sole beneficiary (the "Trust Agreement"). The Issuer was formed on November 10, 1998 by the filing of a certificate of trust with the Office of the Secretary of State of the State of Delaware. The Issuer is a financing vehicle for the long-term productive infrastructure projects of Petróleos Mexicanos, which are referred to by Petróleos Mexicanos and the Mexican Government as "PIDIREGAS." The Delaware office of the Issuer is BNY Mellon Trust of Delaware, White Clay Center, Newark, DE 19711; the office of the Managing Trustee of the Issuer is The Bank of New York Mellon, Corporate Trust, Global Structured Finance Unit, 101 Barclay Street, 21W, New York, NY 10286.

Petróleos Mexicanos was established by a decree of the Mexican Congress on June 7, 1938 as a result of the nationalization of the foreign-owned oil companies then operating in Mexico. Petróleos Mexicanos and its four subsidiary entities — *Pemex-Exploración y Producción* (Pemex-Exploration and Production), *Pemex-Refinación* (Pemex-Refining), *Pemex-Gas y Petroquímica Básica* (Pemex-Gas and Basic Petrochemicals) and *Pemex-Petroquímica* (Pemex-Petrochemicals) (collectively, the "Subsidiary Entities") — comprise Mexico's state oil and gas company. Each is a decentralized public entity of the Mexican Government and is a legal entity empowered to own property and carry on business in its own name. In addition, the results of a number of subsidiary companies that are listed in "Consolidated Structure of PEMEX" in the Form 20-F (as defined below) (such companies, the "Subsidiary Companies"), including the Issuer, are incorporated into the consolidated financial statements. Petróleos Mexicanos, the Subsidiary Entities and the consolidated Subsidiary Companies are collectively referred to as "PEMEX." PEMEX's executive offices are located at Avenida Marina Nacional No. 329, Colonia Huasteca, Mexico, D.F. 11311, Mexico. PEMEX's telephone number is (5255) 1944-2500.

The Issuer, the Guarantor and the Subsidiary Guarantors (and not the Managing Trustee), having made all reasonable inquiries, confirm that (i) this Offering Circular contains all information in relation to the Issuer, the Guarantor, the Subsidiary Guarantors, PEMEX, Mexico and the Notes which is material in the context of the issue and offering of the Notes, (ii) there are no untrue statements of a material fact contained in it in relation to the Issuer, the Guarantor, the Subsidiary Guarantors, PEMEX, Mexico or the Notes, (iii) there is no omission to state a material fact which is necessary in order to make the statements made in it in relation to the Issuer, the Guarantor, the Subsidiary Guarantors, PEMEX, Mexico or the Notes, in light of the circumstances under which they were made, not misleading in any material respect, (iv) the opinions and intentions expressed in this Offering Circular with regard to the Issuer, the Guarantor, the Subsidiary Guarantors, PEMEX and Mexico are honestly held, have been reached after considering all relevant circumstances and are based on reasonable assumptions, and (v) all reasonable inquiries have been made by the Issuer, the Guarantor and the Subsidiary Guarantors to ascertain such facts and to verify the accuracy of all such information and statements. The Issuer, the Guarantor and the Subsidiary Guarantors (and not the Managing Trustee) accept responsibility accordingly.

The Notes have not been and will not be registered under the Securities Act and may include Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold or delivered within the United States or to U.S. persons.

No person has been authorized to give any information or to make any representations other than those contained in this Offering Circular and, if given or made, such information or representations must not be relied upon as having been authorized. This Offering Circular does not constitute an offer to sell or

the solicitation of an offer to buy any securities other than the securities to which it relates or any offer to sell or the solicitation of an offer to buy such securities in any circumstances in which such offer or solicitation is unlawful. Neither the delivery of this Offering Circular nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or PEMEX since the date hereof or that the information contained herein is correct as of any time subsequent to its date.

This Offering Circular has been prepared by the Issuer and the Guarantor solely for use in connection with future offerings of the Notes, and the application to admit the Notes to listing on the Official List of the Luxembourg Stock Exchange and to have the Notes trade on the Euro MTF. This Offering Circular is personal to each offeree and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire the Notes. Distribution of this Offering Circular to any other person other than the offeree and any person retained to advise such offeree with respect to its purchase is unauthorized, and any disclosure of any of its contents, without the prior written consent of the Issuer and the Guarantor, is prohibited. Each prospective investor, by accepting delivery of this Offering Circular, agrees to the foregoing and to make no photocopies of this Offering Circular or any documents referred to herein.

PETRÓLEOS MEXICANOS, AS GUARANTOR, WILL FILE A NOTICE IN RESPECT OF THE OFFERING OF THE NOTES WITH THE CNBV OF MEXICO, WHICH IS A REQUIREMENT UNDER THE *LEY DEL MERCADO DE VALORES,* OR SECURITIES MARKET LAW, IN CONNECTION WITH AN OFFERING OF SECURITIES OUTSIDE OF MEXICO BY A MEXICAN ISSUER. SUCH NOTICE IS SOLELY FOR INFORMATIVE PURPOSES AND DOES NOT IMPLY ANY CERTIFICATION AS TO THE INVESTMENT QUALITY OF THE NOTES, THE SOLVENCY OF THE ISSUER, THE GUARANTOR OR THE SUBSIDIARY GUARANTORS OR THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN. FURTHERMORE, THE INFORMATION CONTAINED HEREIN IS THE EXCLUSIVE RESPONSIBILITY OF THE ISSUER, THE GUARANTOR AND THE SUBSIDIARY GUARANTORS (AND NOT THE MANAGING TRUSTEE) AND HAS NOT BEEN REVIEWED OR AUTHORIZED BY THE CNBV OF MEXICO. THE NOTES HAVE NOT BEEN REGISTERED IN THE REGISTRO NACIONAL DE VALORES (THE "REGISTRY") MAINTAINED BY THE CNBV AND, CONSEQUENTLY, MAY NOT BE OFFERED OR SOLD IN MEXICO EXCEPT THROUGH A PRIVATE OFFERING UNDER THE SECURITIES MARKET LAW. ANY MEXICAN INVESTOR WHO ACQUIRES THESE NOTES FROM TIME TO TIME MUST RELY ON ITS OWN EXAMINATION OF THE ISSUER, GUARANTOR AND SUBSIDIARY GUARANTORS.

IN CONNECTION WITH AN ISSUE OF NOTES OFFERED HEREBY, THE AGENT OR AGENTS SPECIFIED IN THE APPLICABLE FINAL TERMS MAY ENGAGE IN TRANSACTIONS THAT STABILIZE, MAINTAIN, OR OTHERWISE AFFECT THE PRICE OF THE NOTES, INCLUDING OVER-ALLOTMENT, STABILIZING AND SHORT-COVERING TRANSACTIONS IN THE NOTES, AND THE IMPOSITION OF A PENALTY BID, IN CONNECTION WITH SUCH ISSUANCE. FOR A DESCRIPTION OF THESE ACTIVITIES, SEE "OFFERING AND SALE."

IN CONNECTION WITH THE ISSUE OF ANY SERIES OF NOTES, THE AGENT (IF ANY) DISCLOSED AS THE STABILIZING MANAGER IN THE APPLICABLE FINAL TERMS, OR ANY PERSON ACTING FOR THE STABILIZING MANAGER, MAY OVER-ALLOT OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF SUCH NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL FOR A LIMITED TIME AFTER THE ISSUE DATE. HOWEVER, THERE MAY BE NO OBLIGATION ON THE STABILIZING MANAGER OR ANY AGENT OF THE STABILIZING MANAGER TO EFFECT THIS KIND OF TRANSACTION. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME AND MUST BE BROUGHT TO AN END AFTER A LIMITED PERIOD. IN ADDITION, SUCH STABILIZING, IF COMMENCED, SHALL BE CARRIED OUT IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

FOR NEW HAMPSHIRE RESIDENTS ONLY: NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B OF

THE NEW HAMPSHIRE REVISED STATUTES WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE OF NEW HAMPSHIRE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY, OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER, OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

AVAILABLE INFORMATION

Petróleos Mexicanos files periodic reports and other information with the United States Securities and Exchange Commission (the "SEC"). These reports, including the attached exhibits, and any reports or other information filed by Petróleos Mexicanos with the SEC are available at the SEC's public reference room in Washington, D.C. Copies of these SEC filings may also be obtained at prescribed rates from the Public Reference Section of the SEC at Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information regarding the operation of the public reference rooms. In addition, electronic SEC filings of Petróleos Mexicanos are available to the public over the Internet at the SEC's website at http://www.sec.gov; these filings are included in the SEC's EDGAR system under "Mexican Petroleum" (the English translation of the name Petróleos Mexicanos). So long as any of the Notes are outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act of 1933, as amended (the "Securities Act"), if at any time Petróleos Mexicanos is neither a reporting company under Section 13 or Section 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, Petróleos Mexicanos will be required under the Indenture referred to under "Description of Notes—General" to furnish to a holder of a Note and a prospective purchaser designated by such holder, upon the request of such holder in connection with a transfer or proposed transfer of such Note pursuant to Rule 144A, the information required to be delivered under Rule 144A(d)(4)(i) under the Securities Act.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents filed by Petróleos Mexicanos with the SEC are incorporated by reference into this Offering Circular:

- Petróleos Mexicanos' Annual Report on Form 20-F for the year ended December 31, 2007, as filed with the SEC on June 30, 2008 (the "Form 20-F");
- Petróleos Mexicanos' report relating to the unaudited condensed consolidated financial information of PEMEX for the three months ended March 31, 2008, furnished to the SEC on Form 6-K on July 18, 2008; and
- all of Petróleos Mexicanos' annual reports on Form 20-F, and all reports on Form 6-K that are designated in such reports as being incorporated into this Offering Circular, filed with the SEC pursuant to Section 13(a), 13(c) or 15(d) of the Exchange Act after the date of this Offering Circular and prior to the termination of the offer of any issue of Notes hereunder.

The information incorporated by reference is considered to be part of this Offering Circular, and later information filed with the SEC will update and supersede this information.

Copies of the most recent audited annual and unaudited condensed consolidated interim financial statements of PEMEX, as well as this Offering Circular (and any amendment or supplement hereto) and any Final Terms relating to any issue of Notes admitted to be listed on the Official List of the Luxembourg Stock Exchange and traded on the Euro MTF, will be available free of charge at the office of the Paying Agent and the Transfer Agent in Luxembourg. Such documents will also be available free of charge at the office of the Managing Trustee of the Issuer and at the principal executive office of the Trustee.

NOTICE TO INVESTORS

Because of the following restrictions, purchasers are advised to consult legal counsel prior to making any offer, resale, pledge or other transfer of the Notes offered hereby.

Each purchaser of Notes offered and sold in reliance on Rule 144A ("Rule 144A") will be deemed to have represented and agreed as follows (terms used herein that are defined in Rule 144A, Regulation D ("Regulation D") or Regulation S ("Regulation S") under the Securities Act are used herein as defined therein):

(a) The purchaser (1) is a qualified institutional buyer; (2) is aware that the sale to it is being made in reliance on Rule 144A; and (3) is acquiring such Notes for its own account or for the account of a qualified institutional buyer;

(b) The purchaser understands that the Notes have not been registered under the Securities Act and may not be reoffered, resold, pledged or otherwise transferred except (A) (1) to a person who such purchaser reasonably believes is a qualified institutional buyer in a transaction meeting the requirements of Rule 144A; (2) in an offshore transaction meeting the requirements of Rule 903 or Rule 904 of Regulation S; (3) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available); or (4) pursuant to an effective registration statement under the Securities Act and (B) in accordance with all other applicable securities laws;

(c) Such Notes will bear a legend to the following effect unless the Issuer determines otherwise in compliance with applicable law:

> THIS NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A) TO A PERSON WHO THE TRANSFEROR REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT ACQUIRING THE NOTES FOR ITS OWN ACCOUNT OR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A; (B) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT; (C) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE); OR (D) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER JURISDICTION;

(d) The purchaser understands that such Notes will be represented by a Restricted Global Note (as defined herein). Before any interest in a Restricted Global Note may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in a Regulation S Global Note (as defined herein), the transferor will be required to provide the Trustee with a written certification (in the form provided in the Indenture) as to compliance with the transfer restrictions referred to in clause (b)(2) or (b)(3) above.

The Notes will constitute "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act and any sale pursuant to Rule 144 will be subject to the requirements of that rule, including the holding period requirements. Because affiliates of the Issuer and the Guarantor will not be prohibited from purchasing and reselling the Notes, no representation can be made as to the availability of the exemption provided by Rule 144 under the Securities Act for the resale of the Notes.

CURRENCY OF PRESENTATION

References herein to "U.S. dollars," "U.S. $," "dollars" or "$" are to the lawful currency of the United States of America, references herein to "pesos" or "Ps." are to the lawful currency of Mexico, references herein to "£" are to British pounds, and references to "Euro" or "€" are to the currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the treaty establishing the European Communities, as amended by the Treaty on European Union. The term "billion" as used in this Offering Circular means one thousand million.

This Offering Circular contains translations of certain peso amounts into U.S. dollars at specified rates solely for the convenience of the reader. These translations should not be construed as representations that the peso amounts actually represent the U.S. dollar amounts or could be converted into U.S. dollars at the rate indicated. Unless otherwise indicated, such U.S. dollar amounts have been translated from pesos at an exchange rate of Ps. 10.8662 = U.S. $1.00, which is the exchange rate that the Ministry of Finance and Public Credit instructed Petróleos Mexicanos to use on December 31, 2007. On July 16, 2008, the noon buying rate for cable transfers in New York reported by the Federal Reserve Bank of New York was Ps. 10.2593 = U.S. $1.00.

PRESENTATION OF FINANCIAL INFORMATION

The financial position and results of operation of the Issuer are consolidated with those of PEMEX, which maintains its financial statements and records in pesos. The Issuer does not publish non-consolidated financial statements. The Issuer, the Guarantor and the Subsidiary Guarantors believe that separate financial statements of the Issuer would not be material to you because (i) the Guarantor is an SEC reporting company and controls the Issuer, (ii) the Issuer has no independent operations, and (iii) the Guarantor has fully and unconditionally guaranteed the Issuer's obligations under the Notes and the Subsidiary Guarantors have, jointly and severally, unconditionally guaranteed the Guarantor's obligations under the Guaranties and the Subsidiary Guaranties (as defined below).

The audited consolidated financial statements of PEMEX as of December 31, 2006 and 2007 and for each of the three years in the period ended December 31, 2007 (the "Financial Statements") are included in Item 18 of the Form 20-F. These consolidated financial statements were prepared in accordance with *Normas de Información Financiera Mexicanas* (Mexican Financial Reporting Standards or "Mexican FRS" or "NIFs"). Condensed consolidated interim financial information of PEMEX as of and for the three months ended March 31, 2007 and 2008, which are not audited and were prepared in accordance with Mexican FRS, are also included in Annex A to this Offering Circular.

For periods ending prior to January 1, 2008, Mexican FRS requires re-expression of all financial statements in constant Mexican pesos as of the date of the most recent balance sheet presented. Accordingly, other than the condensed consolidated interim financial information of PEMEX as of and for the three months ended March 31, 2007 and 2008, the Financial Statements and other financial information contained in this Offering Circular are presented in constant pesos with purchasing power as of December 31, 2007.

The Financial Statements were reconciled to United States generally accepted accounting principles ("U.S. GAAP"). Mexican FRS differs in certain significant respects from U.S. GAAP; the differences that are material to the Financial Statements are described in Note 21 to the Financial Statements. In addition, no reconciliation of the condensed consolidated interim financial information to U.S. GAAP has been prepared.

FORWARD-LOOKING STATEMENTS

This Offering Circular contains words, such as “believe,” “expect,” “anticipate” and similar expressions that identify forward-looking statements, which reflect PEMEX’s views about future events and financial performance. PEMEX has made forward-looking statements that address, among other things, its:

- drilling and other exploration activities;
- import and export activities;
- projected and targeted capital expenditures and other costs, commitments and revenues; and
- liquidity.

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

- changes in international crude oil and natural gas prices;
- effects on PEMEX from competition;
- limitations on PEMEX’s access to sources of financing on competitive terms;
- significant economic or political developments in Mexico;
- developments affecting the energy sector; and
- changes in PEMEX’s regulatory environment.

Accordingly, you should not place undue reliance on these forward-looking statements. In any event, these statements speak only as of their dates, and PEMEX undertakes 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, see “Item 3—Key Information—Risk Factors” in the Form 20-F and “Risk Factors” on page 13.

SUMMARY OF THE OFFERING

Issuer:	Pemex Project Funding Master Trust (the "Issuer"), a statutory trust organized under the laws of Delaware.
Guarantor:	Petróleos Mexicanos (the "Guarantor"), a decentralized public entity of the Mexican Government.
Subsidiary Guarantors:	*Pemex-Exploración y Producción* (Pemex-Exploration and Production), *Pemex-Refinación* (Pemex-Refining), and *Pemex-Gas y Petroquímica Básica* (Pemex-Gas and Basic Petrochemicals), each a decentralized public entity of the Mexican Government (collectively, the "Subsidiary Guarantors" and each, a "Subsidiary Guarantor").
Security:	Medium-Term Notes, Series A, Due 1 Year or More from Date of Issue (the "Notes").
Guaranties:	The unconditional guarantee by the Guarantor of the Issuer's obligation to pay principal of and premium (if any) and interest on the Notes (the "Guaranties").
Subsidiary Guaranties:	The unconditional obligations of the Subsidiary Guarantors to be jointly and severally liable for the Guarantor's obligations with respect to payment of principal of and premium (if any) and interest on the Notes (the "Subsidiary Guaranties").
Form of Notes; Denominations:	Notes may be issued in registered form without interest coupons ("Registered Notes") or in bearer form with or without interest coupons ("Bearer Notes"). Unless otherwise specified in the applicable Final Terms, Registered Notes of the same tranche and of like tenor sold in offshore transactions in reliance on Regulation S will be represented by one or more Registered Notes in global form (each, a "Regulation S Global Note") which will be deposited with, or on behalf of, The Depository Trust Company ("DTC") or with a common depositary, in each case for the account of Euroclear Bank S.A./N.V., as operator of the Euroclear Clearance System plc ("Euroclear") and Clearstream Banking, *société anonyme* ("Clearstream, Luxembourg"). Unless otherwise specified in the applicable Final Terms, Registered Notes initially sold within the United States and eligible for resale in reliance on Rule 144A will be represented by one or more Registered Notes in global form (each, a "Restricted Global Note" and, together with any Regulation S Global Notes, the "Global Notes"), which will be deposited with, or on behalf of, DTC. Bearer Notes may only be sold in offshore transactions in reliance on Regulation S. Unless otherwise specified in the applicable Final Terms, Bearer Notes will initially be represented by a temporary Bearer Note in global form, without interest coupons, which will be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Such temporary Bearer Note in global form will be exchangeable for a permanent Bearer Note in global form or definitive Bearer Notes, as specified in the applicable Final Terms, on or after the 40th day after the completion of the distribution of Notes constituting an identifiable tranche (the "Exchange Date") and after the requisite certifications as to non-U.S. beneficial ownership have been provided as described herein. See "Description of Notes—Form and Denomination." Except as described herein or as specified

	in the applicable Final Terms, Notes in definitive certificated form will not be issued in exchange for a Global Note or Bearer Notes in global form or interests therein. Registered Notes may not be exchanged for Bearer Notes and, unless otherwise specified in the applicable Final Terms, Bearer Notes may not be exchanged for Registered Notes. Unless otherwise specified in the applicable Final Terms, Registered Notes will be issued in denominations of U.S. $10,000 and integral multiples thereof and Bearer Notes will be issued in denominations of U.S. $10,000 and U.S. $100,000 (or, in each case, the approximate equivalent thereof in a specified currency or currency unit).
Amount of Notes Outstanding at Any Time:	Not to exceed U.S. $60,000,000,000 (or its equivalent in other currencies or currency units) in aggregate initial offering price, subject to increase by the Issuer.
Currency of Denomination and Payment:	United States dollars or one or more foreign currencies or currency units (each, a "Specified Currency").
Maturities:	Maturities from 1 or more years from date of issue, as indicated in each Note and the applicable Final Terms.
Interest Rate:	Notes may bear interest at a fixed rate ("Fixed Rate Notes") or at a floating rate ("Floating Rate Notes") determined by reference to one or more base rates, which may be adjusted by a Spread and/or a Spread Multiplier (in each case, as defined herein), in each case as indicated in the Note and the applicable Final Terms.
Interest Payments:	Interest on the Notes will be payable on the dates specified therein and in the applicable Final Terms.
Interest Rate Computation:	Unless otherwise specified in the applicable Final Terms, interest on Fixed Rate Notes will be calculated on the basis of a 360-day year of twelve 30-day months (except as specified herein with respect to Fixed Rate Notes denominated in currencies other than U.S. dollars), and interest on Floating Rate Notes will be calculated on the basis of a daily interest factor computed by dividing the interest rate applicable to such day by 360 (or, in the case of Treasury Rate Notes (as defined herein), by the actual number of days in the year).
Redemption:	Except as described in "Tax Redemption" below, no Note will be subject to redemption prior to its maturity at the option of the Issuer unless so indicated in such Note and the applicable Final Terms.

Tax Redemption:	If, as a result of certain changes in Mexican law, the Issuer, the Guarantor or any Subsidiary Guarantor becomes obligated to pay Additional Amounts (as defined herein) in excess of the Additional Amounts that any of them would be obligated to pay if payments on any Notes or Guaranties were subject to withholding tax in Mexico at a rate of 10%, then, at the Issuer's option, such Notes may be redeemed at any time in whole, but not in part, at a price equal to 100% of the outstanding principal amount thereof, except as specified in the applicable Final Terms, plus accrued interest and any Additional Amounts due thereon to the date of such redemption. See "Description of Notes—Redemption—Tax Redemption."
Early Repayment:	No Note will be subject to repayment at the option of the holder prior to its maturity unless so indicated in such Note and the applicable Final Terms.
Assumption of Issuer's Obligations by the Guarantor:	The Guarantor may assume payment of the principal of, any premium and any interest on the Notes and the performance of the Issuer under every covenant of the Indenture and the Notes without the consent of the holders of the Notes.
Indexed Notes:	The principal amount payable at or prior to maturity, the amount of interest payable and any premium payable with respect to each Note may be determined by the difference in the price of crude oil on certain dates, or by some other index or indices, if and as indicated in such Note and the applicable Final Terms.
Offering Price:	At par, unless otherwise indicated in the applicable Final Terms.
Trustee:	Deutsche Bank Trust Company Americas
Status of the Notes:	The Notes will constitute direct, unsecured and unsubordinated Public External Indebtedness (as defined under "Description of Notes—Negative Pledge") of the Issuer and will at all times rank equally with each other and with all other present and future unsecured and unsubordinated Public External Indebtedness of the Issuer. See "Description of Notes—Ranking of Notes."
Status of the Guaranties:	The Guaranties and the Subsidiary Guaranties will constitute direct, unsecured and unsubordinated Public External Indebtedness of the Guarantor and each of the Subsidiary Guarantors, respectively, and will rank equally with each other and with all other present and future unsecured and unsubordinated Public External Indebtedness of the Guarantor and each of the Subsidiary Guarantors. The Guarantor currently has outstanding certain financial leases which will, with respect to the assets securing such financial leases, rank prior to the Guaranties.
Collective Action Clauses:	The Notes will contain provisions regarding acceleration and future modifications to their terms that differ from those applicable to certain of the Issuer's and the Guarantor's other outstanding Public External Indebtedness issued prior to the date hereof. Under these provisions, in certain circumstances, the Issuer and the Guarantor may amend the payment and certain other provisions of an issue of Notes with the consent of the holders of 75% of the aggregate principal amount of such Notes.

Governing Law:	State of New York.
Agents:	Citigroup Global Markets Inc. Citigroup Global Markets Limited Credit Suisse Securities (USA) LLC Credit Suisse Securities (Europe) Limited Goldman, Sachs & Co. Goldman Sachs International J.P. Morgan Securities Inc. J.P. Morgan Securities Limited Lehman Brothers Inc. Lehman Brothers International (Europe)
Final Terms:	The Issuer will prepare the Final Terms for each issuance of Notes setting forth, among other things, certain information about the terms of such Notes and the offering and sale thereof. Such information may differ from that set forth herein and in all cases will supplement and, to the extent inconsistent herewith, supersede the information herein.

RISK FACTORS

You should carefully consider the following factors as well as the other information in this Offering Circular.

Risk Factors Related to the Operations of PEMEX

Crude oil and natural gas prices are volatile, and low crude oil and natural gas prices negatively affect PEMEX's income.

International crude oil and natural gas prices are subject to global supply and demand and fluctuate due to many factors beyond PEMEX's 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 crude oil and natural gas producing and consuming nations and actions taken by Organization of the Petroleum Exporting Countries (OPEC) members and other crude oil exporting countries.

When international crude oil and natural gas prices are low, PEMEX earns less export sales revenue, and, therefore, earns less income because its costs remain roughly constant. Conversely, when crude oil and natural gas prices are high, PEMEX earns more export sales revenue and its income increases. As a result, future fluctuations in international crude oil and natural gas prices will directly affect PEMEX's results of operations and financial condition.

PEMEX is an integrated oil and gas company and is exposed to production, equipment and transportation risks and deliberate acts of terror.

PEMEX is 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 PEMEX's facilities and equipment) and transportation risks (relating to the condition and vulnerability of pipelines and other modes of transportation).

More specifically, PEMEX's business is subject to the risks of explosions in pipelines, refineries, plants, drilling wells and other facilities, hurricanes in the Gulf of Mexico and other natural or geological disasters and accidents, fires and mechanical failures.

PEMEX's facilities are also subject to the risk of sabotage and terrorism. In July 2007, two of PEMEX's pipelines were attacked. In September 2007, six different sites were attacked and 12 of PEMEX's pipelines were affected. A group called the Popular Revolutionary Army claimed responsibility for all the attacks.

The occurrence of any of these events could result in personal injuries, loss of life, environmental damage with the resulting containment, clean-up and repair expenses, equipment damage and damage to PEMEX's facilities. A shutdown of the affected facilities could disrupt production and increase production costs.

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

PEMEX has a substantial amount of liabilities that could adversely affect its financial health and results of operations.

PEMEX has a substantial amount of debt. As of December 31, 2007, the total indebtedness of PEMEX, excluding accrued interest, was approximately U.S. $46.1 billion, in nominal terms, which is an 11.7% decrease over its total indebtedness, excluding accrued interest, of U.S. $52.2 billion at December 31, 2006. PEMEX's level of debt may not decrease further in the near or medium term and may have an adverse effect on its financial condition and results of operations.

To service its debt, PEMEX has relied and may continue to rely on a combination of cash flows provided by operations, drawdowns under its available credit facilities and the incurrence of additional indebtedness. Certain rating agencies have expressed concern regarding both the total amount of debt and the increase in the indebtedness of PEMEX over the last several years and its substantial unfunded reserve for retirement pensions and seniority premiums, which as of March 31, 2008 was equal to approximately U.S. $40.0 billion. Due to its heavy tax burden, PEMEX has resorted to financings to fund its capital investment projects. Any lowering of the credit ratings of PEMEX may have adverse consequences on its ability to access the financial markets and/or its cost of financing. Although since December 2006 PEMEX has financed its investment in PIDIREGAS capital expenditures with its own resources through inter-company private placements (see "Item 5—Operating and Financial Review and Prospects—Liquidity and Capital Resources—Commitments for Capital Expenditures and Sources of Funding" in the Form 20-F), it has relied and will continue to rely on debt to finance its investment in capital expenditures. If PEMEX is unable to obtain financing on terms that are favorable, this may hamper its ability to obtain further financing, and, as a result, PEMEX may not be able to make the capital expenditures needed to maintain its current production levels, as well as hamper investment in downstream facilities financed through debt, and increase Mexico's hydrocarbon reserves, which may adversely affect its financial health and results of operation. See "*—Risk Factors Related to the Relationship between PEMEX and the Mexican Government—PEMEX must make significant capital expenditures to maintain its current production levels and increase Mexico's hydrocarbon reserves. Mexican Government budget cuts, reductions in PEMEX's income and inability to obtain financing may limit PEMEX's ability to make capital investments*" below and "Item 5—Operating and Financial Review and Prospects—Liquidity and Capital Resources—Financing Activities—2007 Financing Activities" in the Form 20-F.

PEMEX's compliance with environmental regulations in Mexico could result in material adverse effects on its results of operations.

A wide range of general and industry-specific Mexican federal and state environmental laws and regulations apply to PEMEX's operations. Numerous Mexican Government agencies and departments issue rules and regulations which are often difficult and costly to comply with and which carry substantial environmental penalties for non-compliance. This regulatory burden increases PEMEX's costs because it requires PEMEX to make significant capital expenditures and limits PEMEX's ability to extract hydrocarbons, resulting in lower revenues. For an estimate of PEMEX's accrued environmental liabilities, see "Item 4—Information on the Company—Environmental Regulation—Environmental Liabilities" in the Form 20-F.

PEMEX publishes less U.S. GAAP financial information than U.S. companies are required to file with the U.S. Securities and Exchange Commission.

PEMEX prepares its financial statements according to Mexican FRS. Mexican FRS differs in certain significant respects from U.S. GAAP. See "Item 3—Key Information—Selected Financial Data" in the Form 20-F and Note 21 to the Financial Statements. As a foreign issuer, PEMEX is not required to prepare quarterly U.S. GAAP financial information, and it therefore generally prepares a reconciliation of its net income and equity under Mexican FRS to U.S. GAAP as well as explanatory notes and additional disclosure requirements under U.S. GAAP on a yearly basis only. As a result, there may be less or different publicly available information about PEMEX than there is about U.S. issuers.

Risk Factors Related to the Relationship between PEMEX and the Mexican Government

***The Mexican Government controls PEMEX and it could limit PEMEX's ability to satisfy its external debt obligations or could reorganize or transfer PEMEX* or its assets.**

Petróleos Mexicanos is a decentralized public entity of the Mexican Government, and therefore the Mexican Government controls PEMEX, as well as its annual budget, which is approved by the Mexican Congress. However, the financing obligations of PEMEX do not constitute obligations of and are not guaranteed by the Mexican Government. The Mexican Government has the power to intervene directly or indirectly in PEMEX's commercial and operational affairs. Intervention by the Mexican Government could adversely affect PEMEX's ability to make payments under any securities issued or guaranteed by PEMEX, including the Notes.

The Mexican Government's agreements with international creditors may affect PEMEX's external debt obligations, including the Guaranties and the Subsidiary Guaranties. 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. 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 would have the power, if federal law and the *Constitución Política de los Estados Unidos Mexicanos* (the Political Constitution of the United Mexican States) were amended, to reorganize PEMEX, including a transfer of all or a portion of Petróleos Mexicanos and the Subsidiary Entities or their assets to an entity not controlled by the Mexican Government. A reorganization or transfer could adversely affect production, cause a disruption in PEMEX's workforce and its operations, and cause PEMEX to default on certain obligations, including the Notes. See also "—*Considerations Related to Mexico*" below.

Petróleos Mexicanos and the Subsidiary Entities pay special taxes, duties and dividends to the Mexican Government.

The Mexican Government taxes Petróleos Mexicanos and the Subsidiary Entities heavily. In 2007, approximately 63.2% of the sales revenues of Petróleos Mexicanos and the Subsidiary Entities were used to pay taxes to the Mexican Government. The Mexican Congress determines the rates of taxes and duties applicable to Petróleos Mexicanos and the Subsidiary Entities from year to year depending on a variety of factors. For further information, see "Item 4—Information on the Company—Taxes and Duties" and "Item 5—Operating and Financial Review and Prospects—IEPS Tax, Hydrocarbon Duties and Other Taxes" in the Form 20-F.

The Mexican Government has entered into agreements with other nations to limit production.

Although Mexico is not a member of OPEC, in the past it has entered into agreements with OPEC and non-OPEC countries to reduce global crude oil supply. PEMEX does not control the Mexican Government's international affairs and the Mexican Government could agree with OPEC or other countries to reduce PEMEX's crude oil production or exports in the future. A reduction in PEMEX's oil production or exports could reduce its revenues. For more information, see "Item 5—Operating and Financial Review and Prospects—Export Agreements" in the Form 20-F.

The Mexican Government has imposed price controls in the domestic market on PEMEX's products.

The Mexican Government imposes price controls on the sales of natural gas, liquefied petroleum gas ("LPG"), gasolines, diesel, domestic gas oil and fuel oil number 6, among others. As a result of these price controls, PEMEX is not able to pass on all of the increases in the prices of its product purchases to its customers in the domestic market. PEMEX does not control the Mexican Government's domestic

policies and the Mexican Government could impose additional price controls in the domestic market in the future. The imposition of such price controls would adversely effect the results of operations of PEMEX. For more information, see "Item 4—Information on the Company—Business Overview—Gas and Basic Petrochemicals—Pricing Decrees" and "Item 4—Information on the Company—Business Overview—Refining—Pricing Decrees" in the Form 20-F.

The Mexican nation, not PEMEX, owns the hydrocarbon reserves in Mexico.

The Political Constitution of the United Mexican States provides that the Mexican nation, not PEMEX, owns all petroleum and all hydrocarbon reserves located in Mexico. Although Mexican law gives Pemex-Exploration and Production the exclusive right to exploit Mexico's hydrocarbon reserves, it does not preclude the Mexican Congress from changing current law and assigning some or all of these rights to another company. Such an event would adversely affect PEMEX's ability to generate income.

Information on Mexico's hydrocarbon reserves 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 reserve 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. Therefore, proved reserve estimates may differ materially from the ultimately recoverable quantities of crude oil and natural gas. Pemex-Exploration and Production revises its estimates of Mexico's hydrocarbon reserves annually, which may result in material revisions to PEMEX's estimates of Mexico's hydrocarbon reserves.

PEMEX must make significant capital expenditures to maintain its current production levels and increase Mexico's hydrocarbon reserves. Mexican Government budget cuts, reductions in PEMEX's income and inability to obtain financing may limit PEMEX's ability to make capital investments.

PEMEX invests funds to increase the amount of extractable hydrocarbon reserves in Mexico. PEMEX also continually invests capital to enhance its hydrocarbon recovery ratio and improve the reliability and productivity of its infrastructure. Pemex-Exploration and Production's crude oil production decreased by 5.3% from 2006 to 2007, primarily as a result of the natural decline of production in the Cantarell complex. PEMEX's ability to make these capital expenditures is limited by the substantial taxes that it pays and cyclical decreases in its revenues primarily related to lower oil prices. In addition, budget cuts imposed by the Mexican Government and the availability of financing may also limit PEMEX's ability to make capital investments. For more information, see "Item 4—Information on the Company—History and Development—Capital Expenditures and Investments" in the Form 20-F.

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

Petróleos Mexicanos and the Subsidiary Entities are decentralized public entities of the Mexican Government. Accordingly, you may not be able to obtain a judgment in a U.S. court against them unless the U.S. court determines that they are not entitled to sovereign immunity with respect to that action. However, the Guarantor and the Subsidiary Guarantors have irrevocably submitted to the jurisdiction of the federal courts (or, if jurisdiction in federal courts is not available, to the jurisdiction of state courts) located in the Borough of Manhattan in The City of New York and, to the extent permitted by law, waived immunity from the jurisdiction of these courts in connection with any action based upon the Notes, the Guaranties or the Subsidiary Guaranties brought by any holder of Notes.

You should know, however, that the Guarantor and the Subsidiary Guarantors have reserved the right to plead immunity under the Foreign Sovereign Immunities Act of 1976 (the "Immunities Act") in actions brought against them under the U.S. federal securities laws or any state securities laws. Unless the Guarantor and the Subsidiary Guarantors waive their immunity against such actions, you could obtain a U.S. court judgment against one of them only if a U.S. court were to determine that they are not entitled to sovereign immunity under the Immunities Act with respect to that action.

In addition, Mexican law does not allow attachment prior to judgment or attachment in aid of execution upon a judgment by Mexican courts upon the assets of the Guarantor or any of the Subsidiary Guarantors. As a result, your ability to enforce judgments against the Guarantor and the Subsidiary Guarantors in the courts of Mexico may be limited. PEMEX also does 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 the Guarantor or one or more of the Subsidiary Guarantors, 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 the property of the Guarantor or a Subsidiary Guarantor in the United States except under the limited circumstances specified in the Foreign Sovereign Immunities Act. Finally, if you were to bring an action in Mexico seeking to enforce the obligations of the Guarantor and the Subsidiary Guarantors under the Guaranties or Subsidiary Guaranties, satisfaction of those obligations may be made in pesos, pursuant to the laws of Mexico.

PEMEX's directors and officers reside outside the United States. Substantially all of PEMEX's assets and those of most of its directors and officers are located outside the United States. As a result, you may not be able to effect service of process on PEMEX's directors or officers within the United States.

Considerations Related to Mexico

Economic conditions and government policies in Mexico may have a material impact on PEMEX's operations.

A deterioration in Mexico's economic condition, social instability, political unrest or other adverse social developments in Mexico could adversely affect PEMEX's business and financial condition. Those events could also lead to increased volatility in the foreign exchange and financial markets, thereby affecting PEMEX's ability to obtain and service foreign debt. In addition, the Mexican Government may cut spending in the future. These cuts could adversely affect PEMEX's business, financial condition 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 reemerge in the future, and could adversely affect PEMEX's business and its ability to service its debt, including the Notes.

Changes in exchange rates or in Mexico's exchange control laws may hamper the ability of PEMEX to service its foreign currency debt.

While the Mexican Government does not currently restrict the ability of Mexican companies or individuals to convert pesos into dollars or other currencies, in the future, the Mexican Government could impose a restrictive exchange control policy, as it has done in the past. PEMEX cannot assure you that the Mexican Government will maintain its current policies with regard to the peso or that the peso's value will not fluctuate significantly in the future. The peso has been subject to significant devaluations against the U.S. dollar in the past and may be subject to significant fluctuations in the future. Mexican Government policies affecting the value of the peso could prevent PEMEX from paying its foreign currency obligations.

Most of PEMEX's debt is denominated in U.S. dollars. In the future, PEMEX may incur additional indebtedness denominated in U.S. dollars or other currencies. Declines in the value of the peso relative to the U.S. dollar or other currencies may increase PEMEX's interest costs in pesos and result in foreign exchange losses.

For information on historical peso/U.S. dollar exchange rates, see “Item 3—Key Information—Exchange Rates” in the Form 20-F.

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

Political events in Mexico may significantly affect Mexican economic policy and, consequently, PEMEX’s operations. On December 1, 2006, Felipe de Jesús Calderón Hinojosa, a member of the National Action Party, formally assumed office as the new President of Mexico. Currently, no political party holds a simple majority in either house of the Mexican Congress. It is not certain how the policies of the administration and a possible lack of alignment between the President of Mexico and the Mexican Congress may affect PEMEX.

Other Risk Factors

If PEMEX is not able to adequately implement the requirements of Section 404 of the Sarbanes-Oxley Act of 2002 and is the subject of sanctions or investigation, PEMEX’s results of operations and its ability to provide timely and reliable financial information may be adversely affected.

Changing laws, regulations and standards relating to corporate governance and public disclosure, including the Sarbanes-Oxley Act of 2002 and related regulations implemented by the SEC and the Public Company Accounting Oversight Board, or PCAOB, are creating uncertainty for public companies and foreign issuers, increasing legal and financial compliance costs and making some activities more time consuming. PEMEX’s management evaluated its internal control over financial reporting as of December 31, 2007 in compliance with the management certification requirement of Section 404 of the Sarbanes-Oxley Act of 2002. In 2009, PEMEX’s external auditors will be performing the system and process evaluation required to comply with the auditor attestation requirements of Section 404, which PEMEX is required to include in its annual report which will be filed in 2010 for the 2009 fiscal year. In addition, PEMEX is in the process of implementing the automatization of controls in its system to strengthen internal controls. As a result, PEMEX will incur substantial additional expenses and diversion of management’s time. If PEMEX is not able to implement the requirements of Section 404 in a timely manner or with adequate compliance, PEMEX might be subject to sanctions or investigation by regulatory authorities such as the SEC. Any such action could adversely affect PEMEX’s financial results. In addition, if PEMEX fails to maintain effective internal controls and procedures and/or if it has unexpected problems in the implementation of the automatization of controls in its system, PEMEX may be unable to provide the financial information in a timely and reliable manner.

Considerations Related to the Notes

The Notes are subject to restrictions on resales and transfers.

The Notes have not been registered under the Securities Act or any state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Accordingly, the Notes may be offered and sold only (a) to “Qualified Institutional Buyers” (as defined in Rule 144A under the Securities Act) in compliance with Rule 144A; (b) pursuant to offers and sales that occur outside the United States in compliance with Regulation S under the Securities Act; (c) pursuant to an exemption from registration provided by Rule 144 under the Securities Act (if available); or (d) pursuant to an effective registration statement under the Securities Act, in each case in accordance with any applicable securities laws of any state of the United States or any other jurisdiction. For certain restrictions on resale and transfer, see “Offering and Sale” and “Notice to Investors.”

There is no prior market for the Notes; if one develops, it may not be liquid. In addition, a listing of the Notes on a securities exchange cannot be guaranteed.

There currently is no market for the Notes. PEMEX cannot promise that such a market will develop or if it does develop, that it will continue to exist. If a market for the Notes were to develop, prevailing interest rates and general market conditions could affect the price of the Notes. This could cause the Notes to trade at prices that may be lower than their principal amount or their initial offering price.

In addition, although application has been made to admit the Notes to listing on the Official List of the Luxembourg Stock Exchange and to trading on the Euro MTF, the Notes issued under this program may not be so listed and traded. Moreover, even if a tranche of Notes is so listed and traded at the time of issuance, the Issuer may decide to delist the Notes and/or seek an alternative listing for such Notes on another stock exchange, although there can be no assurance that such alternative listing will be obtained.

The Notes will contain provisions that permit the Issuer to amend the payment terms of a series of Notes without the consent of all holders.

The Notes will 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 Notes may be amended, including the maturity date, interest rate and other payment terms, without the consent of the holders. See “Description of Notes—Modification and Waiver.”

The Notes provide a number of exceptions to the obligations to gross-up for Mexican withholding taxes and do not include a gross-up provision for United States withholding taxes.

Payments under the Notes are subject to withholding or deduction for Mexican taxes. The Notes currently provide that the Issuer or, as the case may be, the Guarantor or the relevant Subsidiary Guarantor, will be required to pay such Additional Amounts as may be necessary in order to compensate holders of the Notes for any such withholding or deduction, subject to certain conditions. These conditions include, among others, the satisfaction by the holders of certain certification or similar requirements necessary to demonstrate that they are eligible for a reduced rate of Mexican withholding tax. If you are not able or willing to comply with one or more of these requirements or if you otherwise fit into one of the Notes' exceptions to the obligation of the Issuer, the Guarantor or the relevant Subsidiary Guarantor to pay such Additional Amounts, you may receive an amount which is less than the amount stated to be due and payable on the Notes.

The Notes are the obligations of the Issuer, a Delaware statutory trust that acts as a financing vehicle for the Guarantor. The Issuer and the Guarantor believe that payments on the Notes are not currently subject to any U.S. withholding tax or similar deduction. If such a tax were to be imposed, the Notes do not require the Issuer to compensate holders of the Notes for any such withholding or deduction.

USE OF PROCEEDS

Unless otherwise indicated in the applicable Final Terms, the net proceeds from the issuance of the Notes offered hereby will be used by the Issuer to finance PEMEX's investment program. For more information on PEMEX's investment program, see "Item 4—Information on the Company—Capital Expenditures and Investments" in the Form 20-F.

SELECTED FINANCIAL DATA

The selected financial data set forth below should be read in conjunction with, and are qualified in their entirety by reference to the Financial Statements. The selected financial data set forth below as of and for the five years ended December 31, 2007 have been derived from the Financial Statements, which were audited by two independent registered public accounting firms, by KPMG Cárdenas Dosal, S.C. for the 2007 fiscal year and by PricewaterhouseCoopers, S.C. for the four previous years. The selected financial data set forth below as of and for the three months ended March 31, 2007 and 2008 have been derived from PEMEX's condensed consolidated interim financial statements, which were not audited.

The Financial Statements for the years ended December 31, 2003, 2004 and 2005 were prepared in accordance with Mexican Generally Accepted Accounting Principles ("Mexican GAAP"). The Financial Statements for the years ended December 31, 2006 and 2007 were prepared in accordance with Mexican FRS, which replaced Mexican GAAP. In this document, unless otherwise stated, the term Mexican FRS means (1) Mexican GAAP for periods ending prior to January 1, 2006 and (2) NIFs for periods ending on or after January 1, 2006. The unaudited condensed consolidated financial statements as of March 31, 2008 and for the three-month periods ended March 31, 2008 and 2007 were prepared in accordance with Mexican FRS.

Beginning January 1, 2003, PEMEX recognized the effects of inflation in accordance with Governmental Standard GS-06 BIS "A" Section C, which requires the adoption of Bulletin B-10, "Recognition of the Effects of Inflation on Financial Information," under Mexican FRS ("Bulletin B-10"). As a result of the provisions of Bulletin B-10, PEMEX's Financial Statements have been restated for the years ended December 31, 2003, 2004, 2005 and 2006, in order to present its results for each of these years on the same basis and purchasing power as its results for the year ended December 31, 2007 with respect to the recognition of the effects of inflation. Consequently, the amounts shown in the Financial Statements are expressed in thousands of constant Mexican pesos as of December 31, 2007. The December 31, 2007 restatement factors applied to the financial statements at December 31, 2003, 2004, 2005 and 2006 were 1.0519, 1.0333, 1.0405 and 1.0376, respectively, which correspond to inflation from January 1, 2004, 2005, 2006 and 2007 through December 31, 2007, respectively, based on the national consumer price index, or "NCPI." See Note 3a. to the Financial Statements in the Form 20-F for a summary of the effects of adoption of Bulletin B-10 and Notes 3i., 3o., 3q. and 3v. to the Financial Statements in the Form 20-F for a discussion of the inflation accounting rules applied as a result of the adoption of Bulletin B-10. As a result of the adoption of a new Bulletin B-10, commencing January 1, 2008, PEMEX will no longer use inflation accounting, unless the economic environment in which it operates qualifies as "inflationary," as defined by Mexican FRS. Because the economic environment in the three-year period ended December 31, 2007 did not qualify as inflationary, for the three-month period ended March 31, 2008 PEMEX did not use inflation accounting to prepare its unaudited condensed consolidated interim financial information as of and for the three-month period ended March 31, 2008.

Mexican FRS differs in certain significant respects from U.S. GAAP. The principal differences between PEMEX's net income and equity under U.S. and Mexican FRS are described in Note 21 to the Financial Statements and "Item 5—Operating and Financial Review and Prospects—U.S. GAAP Reconciliation" in the Form 20-F.

Selected Financial Data of PEMEX

	Year Ended December 31,[1][2]					
	2003	2004	2005	2006	2007	2007[4]
	(in millions of constant pesos as of December 31, 2007)[3]					(in millions of U.S. dollars)
Income Statement Data						
Amounts in accordance with Mexican FRS:						
Net sales[5]	736,254	865,122	1,003,831	1,103,510	1,136,035	104,548
Total sales net of the IEPS Tax	625,852	804,092	982,007	1,103,510	1,136,035	104,548
Operating income	433,643	509,922	539,703	604,277	590,431	54,336
Comprehensive financing result	36,077	7,863	4,836	23,847	20,047	1,845
Net income (loss) for the year	(47,698)	(28,443)	(82,358)	46,953	(18,308)	(1,685)
Balance Sheet Data (end of period)						
Amounts in accordance with Mexican FRS:						
Cash and cash equivalents	86,063	94,686	130,450	195,777	170,997	15,737
Total assets	992,193	1,057,088	1,125,596	1,250,020	1,330,281	122,424
Long-term debt	356,302	452,761	541,543	524,475	424,828	39,096
Total long-term liabilities	777,698	863,164	977,030	1,032,251	990,909	91,192
Equity (deficit)	53,820	37,199	(29,010)	41,456	49,908	4,593
Amounts in accordance with U.S. GAAP:						
Total sales net of IEPS Tax	625,679	803,672	982,007	1,103,510	1,136,035	104,548
Operating income net of IEPS Tax	288,513	446,471	524,954	611,476	581,482	53,513
Comprehensive financing (cost) income	(31,465)	2,323	(10,116)	(18,152)	(25,610)	(2,357)
Net income (loss) for the period	(77,816)	(14,516)	(79,791)	56,722	(32,642)	(3,004)
Total assets	956,988	1,018,574	1,079,745	1,224,272	1,211,301	111,474
Equity (deficit)	(52,129)	(54,505)	(120,943)	(22,883)	(198,083)	(18,229)
Other Financial Data						
Amounts in accordance with Mexican FRS:						
Depreciation and Amortization	47,580	46,744	56,996	65,672	72,5	6,68
Investments in fixed assets at cost[6]	79,641	83,742	89,855	104,647	155,12	14,27
Ratio of earnings to fixed charges:						
Mexican FRS[7]	—	—	—	1.8581	—	n.a.
U.S. GAAP[7]	—	—	—	2.0680	—	n.a.

n.a. = Not applicable.

(1) Includes Petróleos Mexicanos, the Subsidiary Entities and the Subsidiary Companies (including the Issuer, Fideicomiso F/163 and RepCon Lux, S.A., and, for U.S. GAAP purposes, Pemex Finance, Ltd.). For Mexican FRS purposes, beginning with the year ended December 31, 2005, the financial position and results of Pemex Finance, Ltd. are included.

(2) Mexican FRS differs from U.S. GAAP. For the most significant differences between U.S. GAAP and Mexican FRS affecting the Financial Statements, see Note 21 to the Financial Statements and "Item 5—Operating and Financial Review and Prospects—U.S. GAAP Reconciliation" in the Form 20-F.

(3) The Financial Statements for each of the five years ended December 31, 2007 were prepared in accordance with Mexican FRS, including the recognition of the effects of inflation in accordance with Bulletin B-10.

(4) Translations into U.S. dollars of amounts in pesos have been made at the exchange rate established by the Ministry of Finance and Public Credit for accounting purposes of Ps. 10.8662 = U.S. $1.00 at December 31, 2007. 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.

(5) Includes the Special Tax on Production and Services (the "IEPS Tax") as part of the sales price of the products sold, except in 2006 and 2007, when the IEPS Tax rate was negative.

(6) Includes investments in fixed assets and capitalized interest until 2006, and, beginning in 2007, capitalized comprehensive financial result. See Note 3i. to the Financial Statements and "Item 5—Operating and Financial Review and Prospects—Liquidity and Capital Resources" in the Form 20-F. For 2003, it excludes certain expenditures charged to the oil field exploration and depletion reserve.

(7) Under Mexican FRS, earnings for the years ended December 31, 2003, 2004, 2005 and 2007 were insufficient to cover fixed charges. The amount by which fixed charges exceeded earnings was Ps. 49,612 million, Ps. 45,026 million, Ps. 86,639 million and Ps. 16,174 million, respectively. Under U.S. GAAP, earnings for the years ended December 31, 2003, 2004, 2005 and 2007 were insufficient to

cover fixed charges. The amount by which fixed charges exceeded earnings was Ps. 79,844 million, Ps. 32,601 million, Ps. 84,708 million and Ps. 33,160 million, respectively.

Source: PEMEX's Financial Statements.

Selected Financial Data of PEMEX (continued)

	Three Months Ended March 31,[1][2][3]		
	2007	2008	2008
	(millions of constant pesos as of December 31, 2007)	(millions of current pesos)	(millions of U.S. dollars[4])
Income Statement Data			
Amounts in accordance with Mexican FRS:			
Net sales	242,533	321,178	30,163
Total sales	242,803	321,463	30,189
Total sales net of the IEPS Tax	242,803	321,463	30,189
Operating income	133,579	170,175	15,982
Comprehensive financing result[5]	10,512	895	84
Net income (loss) for the period	(10,429)	3,253	305
Balance Sheet Data (end of period)			
Amounts in accordance with Mexican FRS:			
Cash and cash equivalents	n.a.	118,178	11,098
Total assets	n.a.	1,247,180	117,126
Long-term debt	n.a.	413,590	38,841
Total long-term liabilities	n.a.	899,317	84,457
Equity (deficit)	n.a.	112,666	10,581
Other Financial Data			
Amounts in accordance with Mexican FRS:			
Depreciation and Amortization	15,614	20,959	1,968
Investments in fixed assets at cost[6]	23,563	39,142	3,676
Ratio of earnings to fixed charges[7]	—	1.6738	—

(1) Unaudited
(2) Includes Petróleos Mexicanos, the Subsidiary Entities and the Subsidiary Companies (including the Issuer).
(3) Amounts for the three month period ended March 31, 2007 are expressed in pesos with purchasing power as of December 31, 2007. As a result of a change in Mexican FRS for periods beginning in 2008, PEMEX has not presented 2008 amounts using inflation accounting or re-expressed 2007 amounts as of March 31, 2008.
(4) Translations into U.S. dollars of amounts in pesos have been made at the established exchange rate for accounting purposes of Ps. 10.6482 = U.S. $1.00 at March 31, 2008. 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.
(5) Because the economic environment in the three-year period ended December 31, 2007 did not qualify as inflationary under Mexican FRS, in the three-month period ended March 31, 2008, PEMEX has not recognized any gain (loss) on net monetary position for this period.
(6) Includes investments in fixed assets and capitalized interest.
(7) Earnings for the three months ended March 31, 2007 were insufficient to cover fixed charges. The amount by which fixed charges exceeded earnings was Ps. 16,999 million.

Source: PEMEX's interim financial statements.

THE ISSUER

The Issuer was organized as a statutory trust under Delaware law pursuant to the Trust Agreement. The Bank of New York Mellon acts as Managing Trustee and BNY Mellon Trust of Delaware acts as Delaware trustee of the Issuer. The Issuer's purpose, as set forth in the Trust Agreement, is to administer certain financial resources earmarked for PIDIREGAS, which are described below.

Petróleos Mexicanos is the sole beneficiary of the Issuer and controls the Issuer in all of its activities. As set forth below, the Issuer is dependent on payments by the Guarantor and Subsidiary Guarantors in respect of indebtedness incurred by the Issuer.

PIDIREGAS Projects

Under Mexico's General Law of Public Debt, a PIDIREGAS must be a long-term productive infrastructure project which is:

- related to an economic activity identified as a priority by the Mexican Government,
- expected to generate funds sufficient to repay the financing incurred for the project, and
- previously approved by the Mexican Government.

The Guarantor or a Subsidiary Guarantor negotiates and enters into turn-key and other contracts for the construction of PIDIREGAS. PEMEX subsequently delegates to the Issuer the payment obligations under the related project contracts and transfers any funds obtained through related financing transactions. Accordingly, upon receipt by PEMEX of invoices under the project contracts, the Guarantor instructs the Issuer to make payment to the appropriate contractors.

Financings for PIDIREGAS are either entered into by the Guarantor and assigned to the Issuer or arranged by the Guarantor and entered into directly by the Issuer, as is the case with the Notes. In either case, funds obtained through these financings are transferred to The Bank of New York Mellon as Managing Trustee, whose decisions are, in turn, dictated by Petróleos Mexicanos. All payments under financings entered into by or assigned to the Issuer are unconditionally guaranteed by Petróleos Mexicanos. The Subsidiary Guarantors jointly and severally guarantee Petróleos Mexicanos' payment obligations under its guaranties of these financings.

The Issuer has been consolidated with PEMEX in the Financial Statements and in the unaudited condensed consolidated interim financial information set forth in Annex A to this Offering Circular.

Assignment and Indemnity Agreement

Under an Assignment and Indemnity Agreement dated November 10, 1998, as amended, among Petróleos Mexicanos, The Bank of New York Mellon and the Subsidiary Guarantors, Petróleos Mexicanos and the Subsidiary Guarantors have assumed certain obligations of the Issuer with respect to the liabilities incurred or assumed by the Issuer in connection with PIDIREGAS. These obligations include:

- the obligation of the Guarantor to guarantee the repayment of the debt obligations undertaken by the Issuer to finance PIDIREGAS;
- the obligation of the Guarantor and the particular Subsidiary Guarantor that is sponsoring a PIDIREGAS to make payments to the Issuer as may be necessary for the Issuer to fulfill its payment obligations in respect of any financing that the Issuer has entered into in connection with the PIDIREGAS; and

- the joint and several obligations of the Guarantor and each of the Subsidiary Guarantors to indemnify the Issuer with respect to any liability incurred by the Issuer in connection with PIDIREGAS.

Liquidity and Capital Resources

Petróleos Mexicanos makes decisions to draw-down funds under PIDIREGAS-related financings on the basis of the short-term obligations of the Issuer under PIDIREGAS contracts. The Issuer invests any excess liquidity in short-term investments, including interest-bearing deposits at Banco de México and other foreign banks.

At December 31, 2007, cash and cash equivalents of the Issuer totaled U.S. $1.8 billion, its total assets were U.S. $52.2 billion, its long-term indebtedness totaled U.S. $44.3 billion, its short-term indebtedness (including interest payable of U.S. $0.40 billion) totaled U.S. $6.2 billion and its other liabilities totaled U.S. $1.6 billion (including accounts payable to contractors of U.S. $1.2 billion and derivative instruments with a fair value of U.S. $0.4 billion), of which short-term liabilities totaled U.S. $7.8 billion.

At March 31, 2008, cash and cash equivalents of the Issuer totaled U.S. $2.1 billion, its total assets were U.S. $54.4 billion, its long-term indebtedness totaled U.S. $47.6 billion, its short-term indebtedness (including interest payable of U.S. $0.5 billion) totaled U.S. $5.3 billion and its other liabilities totaled U.S. $1.0 billion (including accounts payable to contractors of U.S. $0.8 billion and other accounts payable of U.S. $0.22 billion), of which short-term liabilities totaled U.S. $6.3 billion.

The assets of the Issuer consist primarily of the funds it receives through various PIDIREGAS financings incurred directly or indirectly by the Issuer, earnings from the short-term investment of its excess liquidity and its rights to receive payment from the Guarantor and the Subsidiary Guarantors.

Future amortization of the Issuer's outstanding indebtedness of U.S. $52.4 billion at March 31, 2008 is scheduled as follows:

Issuer
Indebtedness Amortization Schedule

Maturities						
2008	**2009**	**2010**	**2011**	**2012**	**Over 5 years**	**Total**
(in millions of U.S. dollars)						
U.S. $2,179.8	U.S. $6,040.3	U.S. $4,492.7	U.S. $3,809.7	U.S. $7,117.1	U.S. $28,805.6	U.S. $52,445.3

SUBSIDIARY GUARANTORS

The Subsidiary Guarantors—Pemex-Exploration and Production, Pemex-Refining and Pemex-Gas and Basic Petrochemicals—are decentralized public entities of Mexico, which were created by the Mexican Congress on July 17, 1992 out of operations that had previously been directly managed by Petróleos Mexicanos. Each of the Subsidiary Guarantors is a legal entity empowered to own property and carry on business in its own name. The executive offices of each of the Subsidiary Guarantors are located at Avenida Marina Nacional No. 329, Colonia Huasteca, México, D.F. 11311, México.

The *Ley Orgánica de Petróleos Mexicanos y Organismos Subsidiarios* (the Organic Law of Petróleos Mexicanos and Subsidiary Entities) allocates the operating functions of Petróleos Mexicanos among the Subsidiary Entities, each of which is a 100% subsidiary of Petróleos Mexicanos. The principal objectives of the Subsidiary Guarantors, as noted in Article 3 of the Organic Law of Petróleos Mexicanos and Subsidiary Entities, are as follows:

- Pemex-Exploration and Production explores for and exploits crude oil and natural gas and transports, stores and markets these hydrocarbons;

- Pemex-Refining refines petroleum products and derivatives that may be used as basic industrial raw materials and stores, transports, distributes and markets these products and derivatives; and

- Pemex-Gas and Basic Petrochemicals processes natural gas, natural gas liquids and derivatives that may be used as basic industrial raw materials, stores, transports, distributes and markets these products and produces, stores, transports, distributes and markets basic petrochemicals.

For further information about the legal framework governing the Subsidiary Guarantors, see “Item 4—Information on the Company—History and Development—Organizational Laws” in the Form 20-F. Copies of the Organic Law of Petróleos Mexicanos and Subsidiary Entities will be available at the specified offices of Deutsche Bank Trust Company Americas and the paying agent and transfer agent in Luxembourg.

The Subsidiary Guarantors have been consolidated with PEMEX in the Financial Statements and in the interim financial information set forth in Annex A. See Note 22 to the Financial Statements for the condensed balance sheets, statements of income and statements of cash flow for the Subsidiary Guarantors. None of the Subsidiary Guarantors publish their own financial statements.

The following is a brief description of each Subsidiary Guarantor.

Pemex-Exploration and Production

Pemex-Exploration and Production explores for and produces crude oil and natural gas, primarily in the northeastern and southeastern regions of Mexico and offshore in the Gulf of Mexico. In nominal peso terms, PEMEX increased its capital investment in exploration and production activities by 12.9% in 2007, and PEMEX continued to finance an array of programs to expand production capacity and efficiency. As a result of its investments in previous years, PEMEX’s total hydrocarbon production reached a level of approximately 4,392 thousand barrels of oil equivalent per day in 2007. Pemex-Exploration and Production’s crude oil production decreased by 5.3% from 2006 to 2007, averaging 3,082 thousand barrels per day in 2007. Pemex-Exploration and Production’s natural gas production (excluding natural gas liquids) increased by 13.1% from 2006 to 2007, averaging 6,058.5 million cubic feet per day in 2007. Exploration drilling activity decreased by 29.0%, from 69 exploratory wells completed in 2006 to 49 exploratory wells completed in 2007. Development drilling activity increased by 3.9%, from 587 development wells in 2006 to 610 development wells in 2007. In 2007, PEMEX completed the drilling of 659 wells. PEMEX’s drilling activity in 2007 was focused on increasing the production of non-associated gas and light oil production in the Burgos, Veracruz and Macuspana regions.

PEMEX's onshore and offshore drilling efforts in 2007 led to significant discoveries of non-associated gas fields and light and extra-light crude oil resources, particularly in the southeastern basins of the Marine and Southern regions. PEMEX's current challenge with respect to these discoveries is their immediate development in order to maintain current production levels.

For further information about Pemex-Exploration and Production, see "Item 4—Information on the Company—Business Overview—Exploration and Production" in the Form 20-F.

Pemex-Refining

Pemex-Refining converts crude oil into gasoline, jet fuel, diesel, fuel oil, asphalts and lubricants. It also distributes and markets most of these products throughout Mexico, where it experiences a significant demand for its refined products. Pemex-Refining's atmospheric distillation refining capacity remained constant at approximately 1,540 thousand barrels per day during 2007. In 2007, Pemex-Refining produced 1,312 thousand barrels per day of refined products, as compared to 1,330 thousand barrels per day of refined products in 2006.

For further information about Pemex-Refining, see "Item 4—Information on the Company—Business Overview—Refining" in the Form 20-F.

Pemex-Gas and Basic Petrochemicals

Pemex-Gas and Basic Petrochemicals processes wet natural gas in order to obtain dry natural gas, LPG and other natural gas liquids. Furthermore, it transports, distributes and sells natural gas and LPG throughout Mexico and produces and sells several basic petrochemical feedstocks, which are used by Pemex-Refining or Pemex-Petrochemicals. In 2007, Pemex-Gas and Basic Petrochemicals' total sour natural gas processing capacity remained constant at approximately 4,503 million cubic feet per day. Pemex-Gas and Basic Petrochemicals processed 3,162 million cubic feet per day of sour natural gas in 2007, a 1.3% decrease from the 3,203 million cubic feet per day of sour natural gas processed in 2006. It produced 405 thousand barrels per day of natural gas liquids in 2007, a 7.1% decrease from the 436 thousand barrels per day of natural gas liquids production in 2006. It also produced 3,546 million cubic feet per day of dry gas in 2007, a 2.9% increase from the 3,445 million cubic feet per day produced in 2006.

For further information about Pemex-Gas and Basic Petrochemicals, see "Item 4—Information on the Company—Business Overview—Gas and Basic Petrochemicals" in the Form 20-F.

For further information about the investment policies of the Subsidiary Guarantors, see "Item 4—Information on the Company—History and Development—Capital Expenditures and Investment" in the Form 20-F.

DESCRIPTION OF NOTES

General

The Notes are to be issued under an Indenture (the "Indenture"), dated as of December 30, 2004, among the Issuer, the Guarantor and Deutsche Bank Trust Company Americas, as trustee (the "Trustee"). The following summaries of certain provisions of the Indenture and the Notes do not purport to be complete and are subject to, and are qualified in their entirety by reference to, all of the provisions of the Indenture and the Notes, including the definitions therein of certain terms. Wherever particular defined terms of the Indenture are referred to, such defined terms are incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Indenture or the Notes.

The particular terms of each issue of Notes, including the purchase price, currency or currency unit of denomination and payment, Stated Maturity (as defined below), form, interest rate, interest payment dates, and, if applicable, redemption, repayment and index provisions, will be set forth for each such issue in the Notes and the applicable Final Terms. With respect to any particular Note, the description of the Notes herein is qualified in its entirety by reference to, and to the extent inconsistent therewith is superseded by, such Notes and the applicable Final Terms.

The Notes are limited to an aggregate initial offering price of U.S. $60,000,000,000 or its equivalent in other currencies or currency units. The foregoing limit, however, may be increased by the Issuer if in the future it determines that it may wish to sell additional Notes.

The issuance of the Notes has been duly authorized by the managing trustee of the Issuer and the board of directors of the Guarantor, *provided* that additional authorization of the board of directors of the Guarantor will be necessary in order to issue Notes after December 31, 2008.

Unless previously redeemed, a Note will mature on the date (the "Stated Maturity") from 1 or more years from its date of issue that is specified on the face thereof and the applicable Final Terms.

Each Note will be denominated in U.S. dollars or in one or more foreign currencies or currency units (each, a "Specified Currency") as shall be specified in such Note and the applicable Final Terms. Unless otherwise specified in the Notes and the applicable Final Terms, payments on the Notes will be made in the applicable Specified Currency, except in the circumstances specified under "—Foreign Currency Notes and Indexed Notes" below. The Final Terms for each issue of Foreign Currency Notes will include additional information with respect to exchange rates applicable to the currency or currency unit specified therein, any relevant foreign exchange controls and any relevant foreign currency risk.

Unless otherwise indicated in the applicable Final Terms, each Note, except any Indexed Note, will bear interest at a fixed rate or at a rate determined by reference to LIBOR or the Treasury Rate, as adjusted by the Spread and/or Spread Multiplier, if any, applicable to such Note. See "—Interest Rate" below.

The Notes may be issued as Original Issue Discount Notes. "Original Issue Discount Note" means (i) a Note, including any Note having an interest rate of zero, that has a stated redemption price at maturity that exceeds its issue price (each as defined for U.S. federal income tax purposes) by at least 0.25% of such stated redemption price at maturity, multiplied by the number of complete years from the issue date to the Stated Maturity for such Note and (ii) any other Note designated by the Issuer as issued with original issue discount for U.S. federal income tax purposes, as disclosed in the applicable Final Terms.

The Notes may be issued as Indexed Notes (as defined below), the principal amount of which payable on or prior to Stated Maturity, the amount of interest payable on which and/or any premium payable with respect to which will be determined by reference to the difference in the price of crude oil on

certain specified dates or by some other index or indices. See "—Foreign Currency Notes and Indexed Notes" below.

The Indenture does not limit the aggregate amount of debt securities that may be issued thereunder and provides that debt securities may be issued thereunder from time to time in one or more series.

The Issuer has agreed to maintain Paying Agents and Transfer Agents in the Borough of Manhattan, The City of New York, and in the City of London. The Issuer has initially appointed the Trustee at its corporate trust office in New York as principal Paying Agent, Transfer Agent, Authenticating Agent and Registrar for all Registered Notes and the Trustee at its corporate trust office in London as principal Paying Agent and Authenticating Agent for all Bearer Notes. The Transfer Agent will keep a register in which, subject to such reasonable regulations as the Issuer may prescribe, the Issuer will provide for the registration of the Notes and the registration of transfers of the Notes. For so long as any Notes are outstanding, the Issuer shall maintain a Paying Agent and a Transfer Agent for the Notes in a city in Western Europe (which, for so long as any Notes are listed on the Official List of the Luxembourg Stock Exchange and traded on the Euro MTF, and the rules of such Exchange so require, shall include a Paying Agent and Transfer Agent in Luxembourg), and, for so long as any Registered Notes are outstanding, the Issuer shall maintain a Paying Agent and Transfer Agent in The City of New York. See "—Payment of Principal and Interest" below.

Ranking of Notes and Guaranties

The Notes will constitute direct, unsecured and unsubordinated Public External Indebtedness (as defined under "—Negative Pledge" below) of the Issuer and will at all times rank equally with each other. The payment obligations of the Issuer under the Notes will, except as may be provided by applicable law and subject to "—Negative Pledge" below, at all times rank equally with all other present and future unsecured and unsubordinated Public External Indebtedness of the Issuer. The payment of principal of and interest on the Notes will be unconditionally guaranteed by the Guarantor pursuant to the Guaranties, and the Guarantor's payment obligations under the Guaranties will be guaranteed, jointly and severally, by the Subsidiary Guarantors pursuant to the Subsidiary Guaranty Agreement and the Certificates of Designation (as defined below) delivered by the Guarantor to each Subsidiary Guarantor designating the Guaranties and the Indenture as subject to the Subsidiary Guaranty Agreement. See "—Guaranties" below. The Guaranties and the Subsidiary Guaranties will constitute direct, unsecured and unsubordinated Public External Indebtedness of the Guarantor and the Subsidiary Guarantors, respectively, and will, except as may be provided by applicable law and subject to "—Negative Pledge" below, at all times rank equally with each other and with all other present and future unsecured and unsubordinated Public External Indebtedness of the Guarantor and the Subsidiary Guarantors, respectively. The Notes are not obligations of, or guaranteed by, Mexico.

Form and Denomination

Notes may be issued in registered form without interest coupons ("Registered Notes") or in bearer form, with or without interest coupons ("Bearer Notes"), as specified in the applicable Final Terms and as described below.

Unless otherwise specified in the applicable Final Terms, Registered Notes will be issued in denominations of U.S. $10,000 and integral multiples thereof and Bearer Notes will be issued in denominations of U.S. $10,000 and U.S. $100,000 (or, in each case, the approximate equivalent thereof in a specified currency or currency unit).

Registered Notes will be issued in the forms described below, unless otherwise specified in the applicable Final Terms.

Registered Notes of the same tranche and tenor initially sold outside the United States in compliance with Regulation S will be represented by one or more Registered Notes in global form (collectively, a

"Regulation S Global Note") which will be (a) deposited with the Trustee in New York as custodian for DTC and will be registered in the name of a nominee of DTC, for the accounts of Euroclear and Clearstream, Luxembourg or (b) deposited with a common depositary for Euroclear and Clearstream, Luxembourg and registered in the name of such common depositary or its nominee, for the accounts of Euroclear and Clearstream, Luxembourg (DTC or such other depositary, a "Depositary").

Registered Notes of the same tranche or tenor initially sold within the United States and eligible for resale in reliance on Rule 144A will be represented by one or more Registered Notes in global form (collectively, a "Restricted Global Note" and, together with the Regulation S Global Note, the "Global Notes") which will be deposited upon issuance with the Trustee in New York as custodian for DTC and will be registered in the name of DTC or a nominee of DTC for credit to an account of a direct or indirect participant in DTC as described below. The Restricted Global Notes (and any Certificated Notes (as defined herein) issued in exchange therefor) will be subject to certain restrictions on transfer set forth under "Notice to Investors."

On or prior to the 40th day after the completion of the distribution (as certified to the Trustee by the relevant Agent) of all Notes of an identifiable tranche (the "Restricted Period"), a beneficial interest in a Regulation S Global Note may be transferred to a person who takes delivery in the form of an interest in a Restricted Global Note of the same tranche and like tenor, but only upon receipt by the Trustee of a written certification from the transferor (in the form provided in the Indenture) to the effect that such transfer is being made to a person whom the transferor reasonably believes is purchasing for its own account or accounts as to which it exercises sole investment discretion and that such person and each such account is a qualified institutional buyer within the meaning of Rule 144A, in each case in a transaction meeting the requirements of Rule 144A and in accordance with all applicable securities laws of the states of the United States (a "Restricted Global Note Certification"). After the last day of the Restricted Period, such certification requirement will no longer apply to such transfers. Beneficial interests in a Restricted Global Note may be transferred to a person in the form of an interest in a Regulation S Global Note of the same tranche and of like tenor, whether before, on or after the end of the Restricted Period, but only upon receipt by the Trustee of a written certification from the transferor (in the form(s) provided in the Indenture) to the effect that such transfer is being made in accordance with Rule 903 or Rule 904 of Regulation S or (if available) Rule 144 under the Securities Act (a "Regulation S Global Note Certification"). Any beneficial interest in a Global Note that is transferred to a person who takes delivery in the form of an interest in another Global Note of the same tranche and of like tenor will, upon transfer, cease to be an interest in such Global Note and become an interest in such other Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in such other Global Note for as long as it remains such an interest.

Unless otherwise specified in the applicable Final Terms, Bearer Notes of the same tranche and tenor will initially be represented by a temporary global Bearer Note, without interest coupons, which will be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Such temporary global Bearer Note will be exchangeable for a permanent global Bearer Note (such permanent global Bearer Note, together with a temporary global Bearer Note, a "Global Bearer Note"), without interest coupons, or definitive Bearer Notes, with coupons, as specified in the applicable Final Terms, on or after the 40th day after the completion of the distribution (as certified to the Trustee by the relevant Agent) of the identifiable tranche of which such Notes constitute a part (the "Exchange Date"), as notified to the Trustee in writing by the relevant Agents, *provided* that with respect to each beneficial interest in the portion of such temporary global Bearer Note to be exchanged, (i) the participant in Euroclear or Clearstream, Luxembourg, as the case may be, through which such beneficial interest is held has delivered to Euroclear or Clearstream, Luxembourg, as the case may be, an Owner Tax Certification (as defined below), and (ii) Euroclear or Clearstream, Luxembourg, as the case may be, has delivered to the Trustee a Depositary Tax Certification (as defined below) in the form required by the Indenture.

No interest or principal payable in respect of any beneficial interest in a temporary global Bearer Note will be paid until the certification requirements described above have been satisfied with respect to such beneficial interest. Delivery of an Owner Tax Certification by a participant in Euroclear or Clearstream, Luxembourg shall constitute an irrevocable instruction by such participant to Euroclear or Clearstream,

Luxembourg, as the case may be, to exchange on the applicable Exchange Date the beneficial interest covered by such certificate for such definitive Bearer Notes or interest in a permanent global Bearer Note as such participant may specify consistent with the Indenture and the applicable Final Terms.

As described above, no payment will be made on any temporary global Bearer Note and no exchange of a beneficial interest in a temporary global Bearer Note for a definitive Bearer Note or an interest in a permanent global Bearer Note may occur until (i) the person entitled to receive such interest or Bearer Note furnishes Euroclear or Clearstream, Luxembourg, as the case may be, a written certification (an "Owner Tax Certification") and (ii) Euroclear or Clearstream, Luxembourg, as the case may be, delivers to the Trustee a written certification (a "Depositary Tax Certification"), in each case in the form required by the Indenture, to the effect that such person (1) is not a United States person (as defined below under "Limitations on Issuance of Bearer Notes"), (2) is a foreign branch of a United States financial institution purchasing for its own account or for resale, or is a United States person who acquired the Note through such a financial institution and who holds the Note through such financial institution on the date of certification, provided in either case that such financial institution certifies that it agrees to comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended (the "Code"), and the United States Treasury Regulations thereunder, or (3) is a financial institution holding for purposes of resale during the restricted period (as defined in United States Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)). A financial institution described in clause (3) of the preceding sentence (whether or not also described in clause (1) or (2)) must certify that it has not acquired the Note for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

The following legend will appear on all permanent global Bearer Notes and definitive Bearer Notes and any coupons with respect thereto: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in sections 165(j) and 1287(a) of the United States Internal Revenue Code of 1986, as amended." The sections referred to in the legend provide that, with certain exceptions, a United States taxpayer will not be permitted to deduct any loss, and will not be eligible for capital gain treatment with respect to any gain, realized on a sale, exchange or redemption of a Bearer Note or coupon.

Global Notes

A Global Note may not be transferred except as a whole by its Depositary to a nominee of such Depositary or by a nominee of such Depositary to such Depositary or another nominee of such Depositary or by such Depositary or any such nominee to a successor of such Depositary or a nominee of such successor.

Upon the issuance of a Global Note or a Global Bearer Note, DTC, Euroclear or Clearstream, Luxembourg, as the case may be, will credit, on its book-entry registration and transfer system, the respective principal amounts of the Notes represented by such Global Note or such Global Bearer Note to the accounts of institutions that have accounts with DTC, Euroclear or Clearstream, Luxembourg, as the case may be ("participants"). The accounts to be credited shall be designated by the underwriters or agents of such Notes or by the Issuer, if such Notes are offered and sold directly by the Issuer. Ownership of beneficial interests in a Global Note or a Global Bearer Note will be limited to participants or persons that may hold interests through participants. Ownership of beneficial interests in such Global Note or such Global Bearer Note will be shown on, and the transfer of that ownership will be effected only through, records maintained by DTC, Euroclear or Clearstream, Luxembourg, as the case may be (with respect to interests of participants), or by participants or persons that hold through participants (with respect to interests of persons other than participants). The laws of some states require that certain purchasers of securities take physical delivery of such securities in definitive form. Such limits and such laws may impair the ability to transfer beneficial interests in a Global Note or Global Bearer Note.

So long as a Depositary, or its nominee, is the holder of a Global Note or Global Bearer Note, such Depositary or its nominee, as the case may be, will be considered the sole registered owner or holder of the Notes represented by such Global Note or Global Bearer Note for all purposes under the Indenture.

Except as set forth below under "—Certificated Notes and Definitive Bearer Notes," owners of beneficial interests in a Global Note or Global Bearer Note will not be entitled to have Notes represented by such Global Note or such Global Bearer Note registered in their names, will not receive or be entitled to receive physical delivery of Notes of such tranche in definitive form and will not be considered the owners or holders thereof under the Indenture.

Payments of principal of and premium (if any) and interest on Notes registered in the name of or held by a Depositary or its nominee will be made to such Depositary or its nominee, as the case may be, as the registered owner or the holder of the Global Note or Global Bearer Note representing such Notes. None of the Issuer, the Guarantor, the Subsidiary Guarantors or the Trustee will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in a Global Note or Global Bearer Note or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

The Issuer expects that DTC, Euroclear or Clearstream, Luxembourg, as the case may be, upon receipt of any payment of principal of or premium (if any) or interest in respect of a Global Note or Global Bearer Note, will credit immediately participants' accounts with payments in amounts proportionate to their respective beneficial ownership interests in the principal amount of such Global Note or Global Bearer Note as shown on the records of DTC, Euroclear or Clearstream, Luxembourg, as the case may be. The Issuer also expects that payments by participants to owners of beneficial interests in such Global Note or Global Bearer Note held through such participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such participants.

Certificated Notes and Definitive Bearer Notes

If DTC or any other Depositary is at any time unwilling or unable to continue as depositary and a successor depositary is not appointed by the Issuer within 90 days after the Issuer receives notice from such depositary to that effect, the Issuer will issue Notes in definitive, registered form ("Certificated Notes") in exchange for interests in the relevant Global Note or Notes. In addition, the Issuer may determine that any Global Note will be exchanged for Certificated Notes, upon 10 days' prior written notice to the relevant Depositary. In the case of Certificated Notes issued in exchange for a Restricted Global Note, such certificates will bear, and be subject to, the legend referred to under "Notice to Investors."

Neither the Trustee nor any Transfer Agent will be required to register the transfer or exchange of any Certificated Notes for a period of 15 days preceding any interest payment date, or register the transfer or exchange of any Certificated Notes previously called for redemption.

Certificated Notes may be presented for registration of transfer, or for exchange for new Certificated Notes of authorized denominations, at the corporate trust office of the Trustee in the Borough of Manhattan, The City of New York, or at the office of any Transfer Agent. Upon the transfer, exchange or replacement of Certificated Notes bearing a restrictive legend, or upon specific request for removal of such legend, the Issuer will deliver only Certificated Notes that bear such legend, or will refuse to remove such legend, as the case may be, unless there is delivered to the Issuer such satisfactory evidence, which may include an opinion of New York counsel, as may reasonably be required by the Issuer, that neither the legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act. In the case of a transfer of less than the principal amount of any Certificated Note, a new Certificated Note will be issued to the transferee in respect of the amount transferred and another Certificated Note will be issued to the transferor in respect of the portion not transferred. Such new Notes will be available within three Business Days at the corporate trust office of the Trustee in New York or at the office of any Transfer Agent.

No service charge will be made for any registration of transfer or exchange of Notes, but the Issuer or the Trustee may require payment of a sum sufficient to cover any stamp tax or other governmental duty payable in connection therewith.

Unless otherwise specified in the applicable Final Terms, if either Euroclear or Clearstream, Luxembourg is closed for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention to cease business permanently, the Issuer will issue Bearer Notes in definitive form, with interest coupons ("Definitive Bearer Notes") in exchange for any Bearer Notes in global form, subject to the certification requirements set forth in such Notes. Definitive Bearer Notes of one denomination may be presented for exchange for definitive Bearer Notes of another authorized denomination against surrender of the relevant definitive Bearer Notes at the office of any Transfer Agent located outside the United States. New definitive Notes will be available for delivery within three Business Days at the offices of such Transfer Agent outside the United States.

Replacement of Notes

Notes that become mutilated, destroyed, stolen or lost will be replaced upon delivery to the Trustee of the Notes, or delivery to the Issuer, the Guarantor and the Trustee of evidence of the loss, theft or destruction thereof satisfactory to the Issuer, the Guarantor and the Trustee. In the case of a lost, stolen or destroyed Note, an indemnity satisfactory to the Trustee, the Issuer and the Guarantor may be required at the expense of the holder of such Note before a replacement Note will be issued. Upon the issuance of any new Note, the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and the expenses of the Trustee, its counsel and its agents) connected therewith.

Redemption

Redemption at the Option of the Issuer

Unless otherwise specified in the Notes and the applicable Final Terms, the Notes will not be subject to any sinking fund. Unless a Redemption Commencement Date is specified in the Notes and the applicable Final Terms, the Notes will not be redeemable prior to their Stated Maturity, except as specified under "—Tax Redemption" below. If a Redemption Commencement Date is so specified with respect to any Note, such Note and the applicable Final Terms will also specify one or more redemption prices (expressed as a percentage of the principal or face amount of such Note) ("Redemption Prices") and the redemption period or periods ("Redemption Periods") during which such Redemption Prices shall apply. Unless otherwise specified in the Notes and the applicable Final Terms, any such Note shall be redeemable at the option of the Issuer at any time in whole or from time to time in part in increments of U.S. $10,000 (or the approximate equivalent thereof in a Specified Currency other than U.S. dollars) on or after such specified Redemption Commencement Date at the specified Redemption Price applicable to the Redemption Period during which such Note is to be redeemed, together with interest accrued to the redemption date, on notice given not less than 60 days prior to the redemption date.

Tax Redemption

An issue of Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time, together, if applicable, with interest accrued to but excluding the date fixed for redemption, at par, except as specified in the applicable Final Terms, or in the case of Notes issued with original issue discount, at an amount to be specified in the applicable Final Terms, on giving not less than 30 nor more than 60 days' notice to the holders of such Notes (which notice shall be irrevocable), if (i) the Issuer or the Guarantor certifies to the Trustee immediately prior to the giving of such notice that it has or will become obligated to pay Additional Amounts in excess of the Additional Amounts that it would be obligated to pay if payments (including payments of interest) on such Notes (or payments under the Guaranties with respect to interest on the Notes) were subject to a tax at a rate of 10%, as a result of any change in, or amendment to, or lapse of, the laws, rules or regulations of Mexico or any political subdivision or any taxing authority thereof or therein affecting taxation, or any change in, or amendment to, an official interpretation or application of such laws, rules or regulations, which change or amendment becomes effective on or after the date of issuance of such Notes and (ii) prior to the publication of any notice of redemption, the Issuer shall deliver to the Trustee a certificate signed by the Issuer or the Guarantor stating that the obligation referred to in (i) above cannot be avoided by the Issuer or the Guarantor, as the

case may be, taking reasonable measures available to it, and the Trustee shall be entitled to accept such certificate as sufficient evidence of the satisfaction of the condition precedent set out in (i) above in which event it shall be conclusive and binding on the holders of such Notes; *provided* that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or the Guarantor, as the case may be, would be obligated but for such redemption to pay such Additional Amounts were a payment in respect of such Notes or Guaranties then due and, at the time such notice is given, such obligation to pay such Additional Amounts remains in effect.

Repayment at the Option of the Holder

Unless otherwise specified in the applicable Final Terms and Notes, the Notes will not be subject to repayment at the option of the holder prior to the Stated Maturity. If so specified in the Final Terms relating to any Note and such Note, such Note will be repayable at the option of the holder on a date or dates specified prior to its Stated Maturity (each, an "Optional Repayment Date") at the price or prices set forth in such Note and in such Final Terms, if any, together with accrued interest to the Optional Repayment Date. The Note and any applicable forms must be tendered to the Issuer at least 30 but not more than 45 days prior to an Optional Repayment Date. Any such tender for repayment is irrevocable. The repayment option may be exercised by the holder for less than the entire principal or face amount of the Note *provided* that the amount outstanding after repayment is an authorized denomination.

Assumption of Issuer's Obligations by the Guarantor

The Guarantor may at any time directly assume payment of the principal of, and any premium and any interest on, any issue of the Notes and the performance of the Issuer of its obligations under such Notes and every covenant of the Indenture with respect to such Notes without the consent of the holders of the Notes, *provided* that after giving effect to such assumption, no Event of Default shall have occurred and be continuing. Upon such an assumption, the Guarantor shall execute a supplemental indenture evidencing such assumption, and the Issuer shall thereafter be released from its obligations under the Indenture and under such Notes as obligor on such Notes.

Interest Rate

Unless otherwise specified in the applicable Final Terms and Note, each Note will bear interest from its date of issue or from the most recent Interest Payment Date (or, if such Note is a Floating Rate Note and the Interest Reset Period is daily or weekly, from the day following the most recent Regular Record Date) to which interest on such Note has been paid or duly provided for at the fixed rate per annum, or at the rate per annum determined pursuant to the interest rate formula stated therein and in the applicable Final Terms, until the principal thereof is paid or made available for payment. Interest will be payable on each Interest Payment Date and at maturity as specified under "Payment of Principal and Interest" below.

Unless otherwise specified in the applicable Final Terms and Note, each Note will bear interest at either (a) a fixed rate (such Note, a "Fixed Rate Note") or (b) a variable rate (such Note, a "Floating Rate Note") determined by reference to an interest rate basis, which may be adjusted by adding or subtracting the Spread and/or multiplying by the Spread Multiplier. The "Spread" is the number of basis points specified in the applicable Final Terms and Note as being applicable to the interest rate for such Note and the "Spread Multiplier" is the percentage specified in the applicable Final Terms and Note as being applicable to the interest rate for such Note. A Floating Rate Note may also have either or both of the following: (a) a maximum numerical interest rate limitation, or ceiling, on the rate of interest which may accrue during any interest period (a "Maximum Rate"); and (b) a minimum numerical interest rate limitation, or floor, on the rate of interest which may accrue during any interest period (a "Minimum Rate"). "Market Day" means (a) with respect to any Note (other than any LIBOR Note) denominated in U.S. dollars, any Business Day in The City of New York, (b) with respect to any Note denominated in a Specified Currency other than U.S. dollars, any day (i) that is a Business Day in the financial center of the country issuing the Specified Currency or, in the case of euro, a day on which the Trans-European Automated Real-Time Settlement Express Transfer ("TARGET") System is operating and a day on which commercial banks are open for dealings in euro deposits in the London interbank market, (ii) on which

banking institutions in such financial center are carrying out transactions in such Specified Currency and (iii) that is a London Banking Day (as defined below) and (c) with respect to any LIBOR Note, a London Banking Day. "Business Day," when used with respect to any particular location, means each Monday, Tuesday, Wednesday, Thursday or Friday which is not a day on which banking institutions are authorized or obligated by law to close in such location. "London Banking Day" means any day on which dealings in deposits in U.S. dollars are transacted in the London interbank market. "Index Maturity" means, with respect to a Floating Rate Note, the period to maturity of the instrument or obligation on which the interest rate formula is based, as specified in the applicable Final Terms and Note. Unless otherwise specified in the applicable Final Terms, Deutsche Bank Trust Company Americas will be the calculation agent (the "Calculation Agent") with respect to Floating Rate Notes.

The applicable Final Terms relating to a Fixed Rate Note will designate a fixed rate of interest per annum payable on such Note and the Interest Payment Dates with respect to such Note.

The applicable Final Terms relating to a Floating Rate Note will designate an interest rate basis (the "Interest Rate Basis") for such Floating Rate Note. The Interest Rate Basis for each Floating Rate Note will be: (a) LIBOR, in which case such Note will be a LIBOR Note; (b) the Treasury Rate, in which case such Note will be a Treasury Rate Note; or (c) such other interest rate basis as is set forth in such Final Terms. The Final Terms for a Floating Rate Note will also specify, if applicable, the Calculation Agent, the Exchange Rate Agent, the Index Maturity, the Spread and/or Spread Multiplier, the Maximum Rate, the Minimum Rate, the Initial Interest Rate, the Interest Payment Dates, the Regular Record Dates, the Calculation Dates, the Interest Determination Dates, the Interest Reset Period and the Interest Reset Dates with respect to such Note.

The rate of interest on each Floating Rate Note will be reset and become effective daily, weekly, monthly, quarterly, semi-annually or annually or otherwise as specified in the applicable Final Terms and Note (each, an "Interest Reset Period"); *provided* that (a) if so specified in the Note and applicable Final Terms, the interest rate in effect from the date of issue to the first Interest Reset Date with respect to a Floating Rate Note will be the Initial Interest Rate set forth in the Note and the applicable Final Terms and (b) unless otherwise specified in the Note and the applicable Final Terms, the interest rate in effect for the ten days immediately prior to maturity of a Note will be that in effect on the tenth day preceding such maturity. Unless otherwise specified in the applicable Final Terms and Note, the interest reset date ("Interest Reset Date") will be, in the case of Floating Rate Notes which reset daily, each Market Day; in the case of Floating Rate Notes (other than Treasury Rate Notes) which reset weekly, the Wednesday of each week; in the case of Treasury Rate Notes which reset weekly, the Tuesday of each week; in the case of Floating Rate Notes which reset monthly, the third Wednesday of each month; in the case of Floating Rate Notes which reset quarterly, the third Wednesday of March, June, September and December; in the case of Floating Rate Notes which reset semi-annually, the third Wednesday of two months of each year as specified in the Note and the applicable Final Terms; and in the case of Floating Rate Notes which reset annually, the third Wednesday of one month of each year as specified in the Note and the applicable Final Terms. If any Interest Reset Date for any Floating Rate Note would otherwise be a day that is not a Market Day with respect to such Floating Rate Note, the Interest Reset Date for such Floating Rate Note shall be postponed to the next day that is a Market Day with respect to such Floating Rate Note, except that, in the case of a LIBOR Note, if such Market Day is in the next succeeding calendar month, such Interest Reset Date shall be the next preceding Market Day.

Unless otherwise specified in the applicable Final Terms, Interest Determination Dates will be as set forth below. The Interest Determination Date pertaining to an Interest Reset Date for a LIBOR Note (the "LIBOR Interest Determination Date") will be the second Market Day preceding such Interest Reset Date. The Interest Determination Date pertaining to an Interest Reset Date for a Treasury Rate Note (the "Treasury Interest Determination Date") will be the day of the week in which such Interest Reset Date falls on which Treasury bills would normally be auctioned. Treasury bills are usually sold at auction on the Monday of each week, unless that day is a legal holiday, in which case the auction is usually held on the following Tuesday, except that such auction may be held on the preceding Friday. If, as the result of a legal holiday, an auction is so held on the preceding Friday, such Friday will be the Treasury Interest Determination Date pertaining to the Interest Reset Date occurring in the next succeeding week.

All percentages resulting from any calculations referred to in this Offering Circular will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with five one-millionths of a percentage point rounded upward (e.g., 9.876545% (or .09876545) being rounded to 9.87655% (or .0987655)), and all Specified Currency amounts used in or resulting from such calculations will be rounded to the nearest cent (with one-half cent rounded upward) or approximate equivalent in Specified Currencies other than U.S. dollars.

In addition to any Maximum Rate which may be applicable to any Floating Rate Note pursuant to the above provisions, the interest rate on Floating Rate Notes will in no event be higher than the maximum interest rate permitted by New York law, as the same may be modified by United States law of general application. Under present New York law, the maximum rate of interest is 25% per annum on a simple interest basis, with certain exceptions. The limit may not apply to Floating Rate Notes in which U.S. $2,500,000 or more has been invested.

Upon the request of the holder of any Floating Rate Note, the Calculation Agent will provide the interest rate then in effect, and, if determined, the interest rate that will become effective on the next Interest Reset Date with respect to such Floating Rate Note. The Calculation Agent's determination of any interest rate will be final and binding in the absence of manifest error.

The Trustee shall notify the Luxembourg Stock Exchange of the Interest Payment Dates, the applicable interest rate and the amount of interest payable on each Interest Payment Date for each issue of Floating Rate Notes listed on such Exchange and traded on the Euro MTF by no later than the beginning of the relevant Interest Reset Date relating to such Notes.

LIBOR Notes

LIBOR Notes will bear interest at the interest rates (calculated with reference to LIBOR and the Spread and/or Spread Multiplier, if any), and will be payable on the dates, specified on the face of the LIBOR Note and in the applicable Final Terms.

Unless otherwise indicated in the applicable Final Terms and Note, LIBOR with respect to any Interest Reset Date will be determined by the Calculation Agent in accordance with the following provisions:

(i) On the relevant LIBOR Interest Determination Date, LIBOR will be determined on the basis of the offered rate for deposits in U.S. dollars having the specified Index Maturity, commencing on the second Market Day immediately following such LIBOR Interest Determination Date, that appears on the display designated as page "LIBOR01" on Reuters (or any successor service) ("Reuters") (or such other page as may replace the LIBOR01 page on that service for the purpose of displaying London interbank offered rates of major banks or such other service or services as may be nominated by the British Bankers' Association for the purpose of displaying London interbank offered rates for U.S. dollar deposits) (the "Reuters Screen LIBOR01 Page") as of 11:00 a.m., London time, on such LIBOR Interest Determination Date.

(ii) With respect to a LIBOR Interest Determination Date on which no offered rate for the applicable Index Maturity appears on the Reuters Screen LIBOR01 Page as described in (i) above, LIBOR will be determined on the basis of the rates at approximately 11:00 a.m., London time, on such LIBOR Interest Determination Date at which deposits in U.S. dollars having the specified Index Maturity are offered to prime banks in the London interbank market by four major banks in the London interbank market selected by the Calculation Agent (after consultation with the Issuer) commencing on the second Market Day immediately following such LIBOR Interest Determination Date and in a principal amount of not less than U.S. $1,000,000 (or its approximate equivalent in a Specified Currency other than U.S. dollars) that in the Issuer's judgment is representative for a single transaction in such market at such time (a "Representative Amount"). The Calculation Agent will request the principal London office of each of such banks to provide a quotation of its rate. If at least two such quotations are provided, LIBOR with respect to such

Interest Reset Date will be the arithmetic mean of such quotations. If fewer than two such quotations are provided, LIBOR with respect to such Interest Reset Date will be the arithmetic mean of the rates quoted at approximately 11:00 a.m., New York City time, on such LIBOR Interest Determination Date by three major banks in The City of New York, selected by the Calculation Agent (after consultation with the Issuer), for loans in U.S. dollars to leading European banks having the specified Index Maturity commencing on the Interest Reset Date and in a Representative Amount; *provided* that if fewer than three banks selected as aforesaid by the Calculation Agent are quoting as mentioned in this sentence, LIBOR with respect to such Interest Reset Date will be the LIBOR in effect on such LIBOR Interest Determination Date.

Treasury Rate Notes

Treasury Rate Notes will bear interest at the interest rates (calculated with reference to the Treasury Rate and the Spread and/or Spread Multiplier, if any) and will be payable on the dates specified on the face of the Treasury Rate Note and in the applicable Final Terms. Unless otherwise specified in the applicable Final Terms and Note, the "Calculation Date" with respect to a Treasury Interest Determination Date will be the tenth day after such Treasury Interest Determination Date or, if such day is not a Market Day, the next succeeding Market Day.

Unless otherwise indicated in the applicable Final Terms and Note, "Treasury Rate" means, with respect to any Interest Reset Date, the rate for the auction on the relevant Treasury Interest Determination Date of direct obligations of the United States ("Treasury Bills") having the Index Maturity specified on the face of such Note or in the applicable Final Terms, as such rate appears on Reuters page USAUCTION10 (or any other page as may replace such page on such service) or page USAUCTION11 (or any other page as may replace such page on such service). In the event that such rate does not appear by 3:00 p.m., New York City time, on the Calculation Date pertaining to such Treasury Interest Determination Date, then the Treasury Rate for such Interest Reset Date shall be the "Investment Rate" (expressed as a bond equivalent yield, on the basis of a year of 365 or 366 days, as applicable, and applied on a daily basis) as announced by the United States Department of the Treasury for the auction held on such Treasury Interest Determination Date, currently available on the worldwide web at: http://www.treasurydirect.gov/RI/OFBills. In the event that the results of the auction of Treasury Bills having the Index Maturity specified on the face of the Note and in the applicable Final Terms are not published or reported as provided above by 3:00 p.m., New York City time, on such Calculation Date or if no such auction is held on such Treasury Interest Determination Date, then the Treasury Rate shall be calculated by the Calculation Agent and shall be the rate for such Treasury Interest Determination Date for the issue of Treasury Bills with a remaining maturity closest to the specified Index Maturity (expressed as a bond equivalent yield, on the basis of a year of 365 or 366 days, as applicable, and applied on a daily basis) as published in H.15(519), under the heading "U.S. government securities—Treasury bills (secondary market)." In the event that the foregoing rates do not so appear or are not so published by 3:00 p.m., New York City time, on the Calculation Date pertaining to such Treasury Interest Determination Date, then the Treasury Rate for such Interest Reset Date shall be the rate for such Treasury Interest Determination Date for the issue of Treasury bills with a remaining maturity closest to the specified Index Maturity, as published in H.15 Daily Update or another recognized electronic source used for the purpose of displaying such rate, under the heading "U.S. government securities—Treasury bills (secondary market)." In the event that the foregoing rates do not so appear or are not so published by 3:00 p.m., New York City time, on the Calculation Date pertaining to such Treasury Interest Determination Date, then the Treasury Rate shall be calculated by the Calculation Agent and shall be a yield to maturity (expressed as a bond equivalent yield, on the basis of a year of 365 or 366 days, as applicable, and applied on a daily basis) of the arithmetic mean of the secondary market bid rates, at approximately 3:30 p.m., New York City time, on such Treasury Interest Determination Date, quoted by three leading primary United States government securities dealers selected by the Calculation Agent with the approval of the Issuer (such approval not to be unreasonably withheld) for the issue of Treasury Bills with a remaining maturity closest to the specified Index Maturity; *provided* that if the dealers selected as aforesaid by the Calculation Agent with the approval of the Issuer (such approval not to be unreasonably withheld) are not quoting as mentioned in this sentence, the Treasury Rate for such Interest Reset Date shall be the Treasury Rate in effect on such Treasury Interest Determination Date.

Payment of Principal and Interest

Interest on Registered Notes will be payable to the person in whose name a Note is registered at the close of business on the Regular Record Date next preceding each Interest Payment Date; *provided* that interest payable at maturity will be payable to the person to whom principal shall be payable; and *provided, further,* that any payment of interest on Global Notes shall be made to the applicable Depositary or its nominee, as the registered owner of the Global Note representing such Notes. Unless otherwise specified in the Note or the applicable Final Terms, the first payment of interest on any Note originally issued between a Regular Record Date and an Interest Payment Date will be made on the Interest Payment Date following the next succeeding Regular Record Date to the registered owner on such next succeeding Regular Record Date. Unless otherwise indicated in the applicable Final Terms and Note, the "Regular Record Date" with respect to any Note shall be the date 15 calendar days prior to each Interest Payment Date, whether or not such date shall be a Business Day.

Payment of principal (and premium, if any) and any interest due with respect to any Registered Note at Stated Maturity will be made in immediately available funds to the person in whose name such Note is registered upon surrender of such Note at the corporate trust office of the Trustee in the Borough of Manhattan, The City of New York, or at the specified office of any other Paying Agent, *provided* that the Registered Note is presented to the Paying Agent in time for the Paying Agent to make such payments in such funds in accordance with its normal procedures. Payments of principal (and premium, if any) and any interest in respect of Registered Notes to be made other than at Stated Maturity or upon redemption will be made by check mailed on or before the due date for such payments to the address of the person entitled thereto as it appears in the Security Register; *provided* that (a) the applicable Depositary, as holder of the Global Notes, shall be entitled to receive payments of interest by wire transfer of immediately available funds, (b) a holder of U.S. $10,000,000 (or the approximate equivalent thereof in a Specified Currency other than U.S. dollars) in aggregate principal or face amount of Notes having the same Interest Payment Date shall be entitled to receive payments of interest by wire transfer to an account maintained by such holder at a bank located in the United States as may have been appropriately designated by such person to the Trustee in writing no later than the relevant Regular Record Date and (c) to the extent that the holder of a Registered Note issued and denominated in a Specified Currency other than U.S. dollars elects to receive payment of principal and interest at Stated Maturity in such Specified Currency, such payment, except in circumstances described in the applicable Final Terms, shall be made by wire transfer of immediately available funds to an account specified in writing not less than 15 days prior to Stated Maturity by the holder to the Trustee. Unless such designation is revoked, any such designation made by such holder with respect to such Notes shall remain in effect with respect to any future payments with respect to such Notes payable to such holder.

Principal of (and premium, if any, on) a Bearer Note shall be payable by check or wire transfer upon presentation and surrender of such Note at an office of a Paying Agent located outside the United States and its possessions, as defined herein, or at such other offices or agencies located outside the United States and its possessions as the Issuer shall have appointed for the purpose pursuant to the Indenture. Such Paying Agents shall initially be Deutsche Bank AG, London Branch and Deutsche Bank Luxembourg S.A. Interest on Bearer Notes shall be payable by check or wire transfer to the holder of each coupon appertaining to such Note in the amount determined in accordance with such coupon, on or after the due date of such payment as set forth in such coupon, upon presentation and surrender thereof at the offices of the Paying Agents set forth on the reverse of such coupon or at such other offices or agencies located outside the United States and its possessions as the Issuer shall have appointed pursuant to the Indenture.

Unless otherwise indicated in the applicable Final Terms and Note, and except as provided below, interest will be payable, in the case of Floating Rate Notes which reset daily, weekly or monthly, on the third Wednesday of each month or on the third Wednesday of March, June, September and December of each year (as indicated in the applicable Final Terms and Note); in the case of Floating Rate Notes which reset quarterly, on the third Wednesday of March, June, September and December of each year; in the case of Floating Rate Notes which reset semi-annually, on the third Wednesday of the two months of each year specified in the applicable Final Terms and Note; and in the case of Floating Rate Notes which

reset annually, on the third Wednesday of the month specified in the applicable Final Terms and Note (each, an "Interest Payment Date"), and in each case, at maturity.

Payments of interest on any Fixed Rate Note or Floating Rate Note with respect to any Interest Payment Date will include interest accrued to but excluding such Interest Payment Date; *provided* that, unless otherwise specified in the applicable Final Terms and Note, if the Interest Reset Dates with respect to any Floating Rate Note are daily or weekly, interest payable on such Note on any Interest Payment Date, other than interest payable on the date on which principal on any such Note is payable, will include interest accrued to but excluding the day following the next preceding Regular Record Date.

With respect to a Floating Rate Note, accrued interest from the date of issue or from the last date to which interest has been paid is calculated by multiplying the principal or face amount of such Floating Rate Note by an accrued interest factor. Such accrued interest factor is computed by adding the interest factor calculated for each day from the date of issue, or from the last date to which interest has been paid, to but excluding the date for which accrued interest is being calculated. Unless otherwise specified in the applicable Final Terms and Note, the interest factor (expressed as a decimal) for each such day is computed by dividing the interest rate (expressed as a decimal) applicable to such date by 360, in the case of LIBOR Notes, or by the actual number of days in the year, in the case of Treasury Rate Notes. Unless otherwise specified in the applicable Final Terms and Note, interest on Fixed Rate Notes denominated in U.S. Dollars will be computed on the basis of a 360-day year of twelve 30-day months and interest on Fixed Rate Notes denominated in all other currencies will be computed on the basis of the actual number of days in the relevant period for which interest is being calculated (the "Calculation Period") from and including the date from which interest begins to accrue to but excluding the date on which it falls due, divided by the product of the number of days in the interest period during which such Calculation Period falls (including the first such day but excluding the last) and the number of interest periods normally ending in any year.

If any Interest Payment Date (other than the Stated Maturity) for any Floating Rate Note would otherwise be a day that is not a Market Day, such Interest Payment Date shall be the succeeding Market Day, except that, in the case of a LIBOR Note, if such Market Day is in the next succeeding calendar month, such Interest Payment Date shall be the next preceding Market Day. If the Stated Maturity for any Fixed Rate Note or Floating Rate Note or the Interest Payment Date for any Fixed Rate Note falls on a day which is not a Business Day in the place of payment, payment of principal (and premium, if any) and interest with respect to such Note will be made on the next succeeding Business Day in the place of payment with the same force and effect as if made on the due date and no interest on such payment will accrue from and after such due date.

Foreign Currency Notes and Indexed Notes

If any Note is to be denominated in a Specified Currency other than U.S. dollars (each such Note, a "Foreign Currency Note"), certain provisions with respect thereto will be set forth in the applicable Note and in the related Final Terms, which will specify the foreign currency or currency unit in which the principal, premium, if any, and interest with respect to such Note are to be paid, along with any other terms relating to the non-U.S. dollar denomination.

If the principal of or premium (if any), interest, Additional Amounts or other amounts on any Note is payable in a Specified Currency other than U.S. dollars and such Specified Currency is not available due to the imposition of exchange controls or other circumstances beyond the control of the Issuer, or is no longer used by the government of the country issuing such currency or for settlement of transactions by public institutions of or within the international banking community, the Issuer will be entitled to satisfy its obligations to the holder of such Notes by making such payment in U.S. dollars on the basis of the noon buying rate in The City of New York for cable transfers in such Specified Currency as certified for customs purposes by the Federal Reserve Bank of New York (the "Exchange Rate") for such Specified Currency on the second New York Business Day prior to the applicable payment date or, if the Exchange Rate is not then available, on the basis of the most recently available Exchange Rate. In the event no Exchange Rate is published for such currency, then the payment in U.S. dollars shall be made based on the rate

given by the relevant central bank for buying such currency or, if no such rate is available, the rate shall be the average of rates given to the Trustee by internationally recognized commercial banks selected by the Trustee in consultation with the Issuer which regularly engage in foreign currency dealings for buying such currency. The Exchange Rate, or the rate as so determined, is referred to herein as the "Market Exchange Rate." Any payment made under such circumstances in U.S. dollars where the required payment is due in other than U.S. dollars will not constitute an Event of Default under the Notes.

Payments of principal and any premium, interest, Additional Amounts or other amounts to holders of a Foreign Currency Note who hold the Note through DTC will be made in U.S. dollars. However, any DTC holder of a Foreign Currency Note may elect to receive payments by wire transfer in the Specified Currency other than U.S. dollars by delivering a written notice to the DTC participant through which it holds its beneficial interest, not later than the record date, in the case of an interest payment, or at least 15 calendar days before the maturity date, specifying wire transfer instructions to an account denominated in the specified currency. The DTC participant must notify DTC of the election and wire transfer instructions on or before the twelfth New York business day before the applicable payment of the principal.

If so specified in a Foreign Currency Note and the applicable Final Terms, and except as provided in the next following paragraph, payments of principal and any premium, interest, Additional Amounts or other amounts with respect to such Note will be made in U.S. dollars if the holder of such Note on the relevant Regular Record Date or at Stated Maturity, as the case may be, has transmitted a written request for such payment in U.S. dollars to the Trustee and the applicable Paying Agent on or prior to such Regular Record Date or the date 15 days prior to Stated Maturity, as the case may be. Such request may be in writing (mailed or hand delivered) or by facsimile transmission. Any such request made with respect to any Registered Note by a holder will remain in effect with respect to any further payments of principal and any premium, interest, Additional Amounts or other amounts with respect to such Registered Note payable to such holder, unless such request is revoked on or prior to the relevant Regular Record Date or the date 15 days prior to Stated Maturity, as the case may be. Holders of Foreign Currency Notes that are registered in the name of a broker or nominee should contact such broker or nominee to determine whether and how an election to receive payments in U.S. dollars may be made.

The U.S. dollar amount to be received by a holder of a Foreign Currency Note who elects to receive payment in U.S. dollars will be based on the highest bid quotation in The City of New York received by the Exchange Rate Agent (as defined below) as of 11:00 a.m., New York City time, on the second Business Day in New York next preceding the applicable payment date from three recognized foreign exchange dealers (one of which may be the Exchange Rate Agent) for the purchase by the quoting dealer of the Specified Currency for U.S. dollars for settlement on such payment date in the aggregate amount of the Specified Currency payable to all holders of Notes electing to receive dollar payments and at which the applicable dealer commits to execute a contract. If three such bid quotations are not available on the second Business Day in New York preceding the date of payment of principal or any premium, interest, Additional Amounts or other amounts with respect to any Note, such payment will be made in the Specified Currency. All currency exchange costs associated with any payment in U.S. dollars on any such Foreign Currency Note will be borne by the holder thereof by deductions from such payment of such currency exchange being effected on behalf of the holder by the Exchange Rate Agent. Unless otherwise specified in the applicable Final Terms, the Trustee will be the exchange rate agent (the "Exchange Rate Agent") with respect to Foreign Currency Notes.

Unless otherwise specified in the applicable Final Terms, Foreign Currency Notes will provide that, in the event of an official redenomination of the Specified Currency, the obligations of the Issuer with respect to payments on such Notes shall, in all cases, be deemed immediately following such redenomination to provide for payment of that amount of the redenominated Specified Currency representing the amount of such obligations immediately before such redenomination.

All determinations referred to above made by the Exchange Rate Agent shall, in the absence of manifest error, be conclusive for all purposes and binding on holders of the Notes and the Issuer, and the Exchange Rate Agent shall have no liability therefor.

The Issuer may from time to time offer Notes ("Indexed Notes"), the principal amount of which is payable on or prior to Stated Maturity, the amount of interest payable on which and/or any premium payment with respect to which will be determined with reference to an index or indices (*e.g.,* the difference in price of crude oil on certain dates or any other index or indices). The Final Terms relating to such Indexed Notes and such Indexed Notes will set forth the method by and the terms on which the amount of principal (payable on or prior to Stated Maturity), interest and/or any premium will be determined, any additional tax consequences to the holder of such Note, a description of certain risks associated with investment in such Note and other information relating to such Note.

Introduction of a Single European Currency

On January 1, 1999, the European Community introduced the single European currency known as the euro in the 11 participating member states of the European Economic and Monetary Union (the "EMU"). A participating member state is a member state of the European Community that has adopted the euro as its legal currency according to the Treaty of Rome of March 25, 1957, as amended by the Single European Act of 1986 and the Treaty on European Union, signed in Maastricht, The Netherlands on February 1, 1992. During a transition period from January 1, 1999 to December 31, 2001, the former national currencies of those 11 member states continued to be legal tender in their country of issue, at rates irrevocably fixed on December 3, 1998.

The European Community completed the final stage of its economic and monetary union on January 1, 2002, when euro notes and coins became available and participating member states withdrew their national currencies. It is not possible to predict how the EMU may affect the value of the Notes or the rights of holders of such Notes. Each prospective investor in the Notes that may be affected by the EMU is responsible for informing himself or herself about the EMU and the effects it may have on his or her contemplated investment and assumes for himself or herself the associated investment risks.

If so specified in the applicable Final Terms, the Issuer may at its option, and without the consent of the holders of such Notes or any coupons appertaining thereto or the need to amend the Notes or the Indenture, redenominate the Notes issued in the currency of a country that subsequently participates in the EMU in a manner with similar effect to the final stage of such EMU, into euro. The provisions relating to any such redenomination will be contained in the applicable Final Terms.

Guaranties

Guaranty. Pursuant to the Indenture, the Guarantor has unconditionally guaranteed the due and punctual payment of all amounts payable by the Issuer in respect of the Notes, as and when the same shall become due and payable, whether at maturity, by declaration of acceleration or otherwise.

Subsidiary Guaranties. Pursuant to a guaranty agreement dated July 29, 1996 (the "Subsidiary Guaranty Agreement"), among the Guarantor and the Subsidiary Guarantors, each of the Subsidiary Guarantors will be jointly and severally liable with the Guarantor for all payment obligations incurred by the Guarantor under any international financing agreement entered into by the Guarantor and designated by the Guarantor as entitled to the benefit of the Subsidiary Guaranty Agreement in a certificate of designation in accordance with the Subsidiary Guaranty Agreement. Each of the Indenture and the Guaranties will be so designated by the Subsidiary Guarantors in certificates of designation (the "Certificates of Designation"), to benefit from the Subsidiary Guaranty Agreement. Accordingly, each of the Subsidiary Guarantors will be unconditionally liable for the Guarantor's obligations under its guarantee of all amounts payable by the Issuer in respect of the Notes, as and when the same shall become due and payable, whether at maturity, by declaration of acceleration or otherwise. Under the terms of the Subsidiary Guaranty Agreement, each Subsidiary Guarantor will be jointly and severally liable for the full amount of each payment under the Guaranties. Although the Subsidiary Guaranty Agreement may be

terminated in the future, the Subsidiary Guaranties will remain in effect with respect to all obligations designated prior to such termination until all amounts payable with respect to such obligations have been paid in full, including the entire principal of and interest and premium, if any, on the Notes. Any amendment to the Subsidiary Guaranty Agreement which would affect the rights of any party to or beneficiary of any designated international financing agreement (including the Guaranties 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.

Additional Amounts

The Issuer, or in the case of a payment by the Guarantor or a Subsidiary Guarantor, such guarantor, will pay to the holder of any Note such additional amounts ("Additional Amounts") as may be necessary in order that every net payment made by the Issuer, the Guarantor or a Subsidiary Guarantor in respect of such Note, after deduction or withholding for or on account of any present or future tax, assessment or other governmental charge imposed upon or as a result of such payment by Mexico or any political subdivision or taxing authority thereof or therein ("Mexican Withholding Taxes") will not be less than the amount then due and payable on such Notes. The foregoing obligation to pay Additional Amounts, however, will not apply to:

(a) any Mexican Withholding Taxes that would not have been imposed or levied on a holder of Notes but for the existence of any present or former connection between the holder of such Notes and Mexico or any political subdivision or territory or possession thereof or area subject to its jurisdiction, including, without limitation, such holder of Notes (i) being or having been a citizen or resident thereof, (ii) maintaining or having maintained an office, permanent establishment or branch therein, or (iii) being or having been present or engaged in trade or business therein, except for a connection solely arising from the mere ownership of, or receipt of payment under, such Notes;

(b) except as otherwise provided, any estate, inheritance, gift, sales, transfer, or personal property or similar tax, assessment or other governmental charge;

(c) any Mexican Withholding Taxes that are imposed or levied by reason of the failure by the holder of Registered Notes to comply with any certification, identification, information, documentation, declaration or other reporting requirement that is required or imposed 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; *provided* that at least 60 days prior to (i) the first payment date with respect to which the Issuer, the Guarantor or any Subsidiary Guarantor shall apply this clause (c) and, (ii) in the event of a change in such certification, identification, information, documentation, declaration or other reporting requirement, the first payment date subsequent to such change, the Issuer, the Guarantor or any Subsidiary Guarantor, as the case may be, shall have notified the Trustee in writing that the holders of Registered Notes will be required to provide such certification, identification, information or documentation, declaration or other reporting;

(d) any Mexican Withholding Taxes imposed at a rate in excess of 4.9%, in the event that such holder has failed to provide on a timely basis, at the reasonable request of the Issuer, information or documentation (not described in clause (c) above) concerning such holder's eligibility, if any, for benefits under an income tax treaty to which Mexico is a party that is in effect, that is necessary to determine the appropriate rate of deduction or withholding of Mexican taxes under any such treaty; provided this clause (d) shall not require holders of Bearer Notes to identify themselves;

(e) any Mexican Withholding Taxes that would not have been so imposed but for the presentation by the holder of such Note for payment on a date more than 15 days after the date on which such payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;

(f) any payment on such Note to any holder who is a fiduciary or partnership or other than the sole beneficial owner of any such payment, to the extent that a beneficiary or settlor with respect to such fiduciary, a member of such a partnership or the beneficial owner of such payment would not have been entitled to the Additional Amounts had such beneficiary, settlor, member or beneficial owner been the holder of such Note; or

(g) any withholding tax or deduction imposed on a payment to an individual pursuant to European Council Directive 2003/48/EC or any other European Union directive implementing the conclusions of the ECOFIN Council meeting of November 26-27, 2000 on the taxation of savings income, or any law implementing or complying with, or introduced in order to conform to, such a directive or 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 Note to another Paying Agent in a Member State of the European Union.

All references herein to principal and interest in respect of Notes shall, unless the context otherwise requires, be deemed to mean and include all Additional Amounts, if any, payable in respect thereof as set forth in the first paragraph of this Additional Amounts section and in paragraphs (a) through (g) above.

Notwithstanding the foregoing, the limitations on the Issuer's, the Guarantor's and the Subsidiary Guarantors' obligation to pay Additional Amounts set forth in clauses (c) and (d) above shall not apply if the provision of the certification, identification, information, documentation, declaration or other evidence described in such clauses (c) and (d) would be materially more onerous, in form, in procedure or in the substance of information disclosed, to a holder or beneficial owner of a Note (taking into account any relevant differences between United States and Mexican law, regulation or administrative practice) than comparable information or other applicable reporting requirements imposed or provided for under U.S. federal income tax law (including the 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, as amended by Additional Protocols signed on September 8, 1994 and November 26, 2002), regulations (including proposed regulations) and administrative practice. In addition, the limitations on the Issuer's, the Guarantor's and the Subsidiary Guarantors' obligation to pay Additional Amounts set forth in clauses (c) and (d) above shall not apply if Article 195, Section II, paragraph a) of the Mexican Income Tax Law (or a substantially similar successor of such provision) is in effect, unless (i) the provision of the certification, identification, information, documentation, declaration or other evidence described in clauses (c) and (d) is expressly required by statute, regulation, general rules or administrative practice in order to apply Article 195, Section II, paragraph a) (or a substantially similar successor of such provision), the Issuer, the Guarantor or the Subsidiary Guarantors cannot obtain such certification, identification, information, documentation, declaration or evidence, or satisfy any other reporting requirements, on its own through reasonable diligence and the Issuer, the Guarantor or the Subsidiary Guarantors otherwise would meet the requirements for application of Article 195, Section II, paragraph a) (or such successor of such provision) or (ii) in the case of a holder or beneficial owner of a Note that is a pension fund or other tax-exempt organization, such holder or beneficial owner would be subject to Mexican Withholding Taxes at a rate less than that provided by Article 195, Section II, paragraph a) if the information, documentation or other evidence required under clause (d) above were provided. In addition, clause (c) or (d) above shall not be construed to require that 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 a Note register with the *Secretaría de Hacienda y Crédito Público* (the "Ministry of Finance and Public Credit") for the purpose of establishing eligibility for an exemption from or reduction of Mexican Withholding Taxes.

The Issuer, the Guarantor or the applicable Subsidiary Guarantor, as the case may be, will, upon written request, provide the Trustee, the holders and the Paying Agents with a duly certified or authenticated copy of an original receipt of the payment of Mexican Withholding Taxes which the Issuer, the Guarantor or the Subsidiary Guarantor has withheld or deducted in respect of any payments made under or with respect to the Notes or the Guaranties of the Notes, as the case may be.

In the event that Additional Amounts actually paid with respect to any Notes pursuant to the preceding paragraph are based on rates of deduction or withholding of Mexican Withholding Taxes in excess of the appropriate rate applicable to the holder of such Notes, and, as a result thereof, such holder is entitled to make a claim for a refund or credit of such excess, then such holder shall, by accepting such Notes, be deemed to have assigned and transferred all right, title and interest to any such claim for a refund or credit of such excess to the Issuer, the Guarantor or a Subsidiary Guarantor, as the case may be. However, by making such assignment, the holder makes no representation or warranty that the Issuer, the Guarantor or such Subsidiary Guarantor will be entitled to receive such claim for a refund or credit and incurs no other obligation with respect thereto.

Negative Pledge

So long as any Note remains outstanding, the Guarantor will not create or permit to subsist, and will not permit the Issuer, the Guarantor's Subsidiaries or the Subsidiary Guarantors or any of their respective Subsidiaries to create or permit to subsist, any Security Interest upon the whole or any part of its or their crude oil or receivables in respect of crude oil to secure (i) any of its or their Public External Indebtedness; (ii) any of its or their Guarantees in respect of Public External Indebtedness; or (iii) 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 Notes equally and ratably therewith or providing such other Security Interest for the Notes 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) Notes; *provided* that the Issuer, the Guarantor and its Subsidiaries, and the Subsidiary Guarantors and any of their respective Subsidiaries, may create or permit to subsist a Security Interest upon its or their receivables in respect of crude oil if (i) on the date of creation of such Security Interest the aggregate of (a) the amount of principal and interest payments secured by Oil Receivables due during such calendar year in respect of Receivables Financings entered into or before such date, (b) the total amount of revenues during such calendar year from the sale of crude oil or natural gas transferred, sold, assigned or otherwise disposed of in Forward Sales (other than Governmental Forward Sales) entered into on or before such date and (c) the total amount of payments of the purchase price of crude oil, natural gas or Petroleum Products foregone during such calendar year as a result of all Advance Payment Arrangements entered into on or before such date, shall not exceed in such calendar year U.S. $4,000,000,000 (or its equivalent in other currencies) less the amount of Governmental Forward Sales during that calendar year, (ii) the aggregate amount outstanding in all currencies at any one time under all Receivables Financings, Forward Sales (other than Governmental Forward Sales) and Advance Payment Arrangements shall not exceed U.S. $12,000,000,000 (or its equivalent in other currencies) and (iii) the Guarantor has given a certificate to the Trustee certifying that on the date of creation of such Security Interest there is no default under any Financing Document (as defined in the Indenture) resulting from a failure to pay principal or interest.

For this purpose:

"Advance Payment Arrangement" means any transaction involving the receipt by the Issuer, the Guarantor, the Subsidiary Guarantors or any of their Subsidiaries of payment of the purchase price of crude oil or gas or Petroleum Products not yet earned by performance.

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

"Forward Sale" means any transaction involving the transfer, sale, assignment or other disposition by the Issuer, the Guarantor, the Subsidiary Guarantors or any of their Subsidiaries of any right to payment under a contract for the sale of crude oil or gas not yet earned by performance, or any interest therein, whether in the form of an account receivable, negotiable instrument or otherwise.

"Governmental Forward Sale" means a Forward Sale to (i) Mexico or Banco de México or (ii) the Bank for International Settlements or another 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:

(i) an obligation to pay or purchase such Indebtedness; or

(ii) 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 funds for the payment of such Indebtedness; or

(iii) any other agreement to be responsible for such 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).

"Oil Receivables" means amounts payable to the Issuer, the Guarantor, the Subsidiary Guarantors or any of their Subsidiaries in respect of the sale, lease or other provision of crude oil or gas, whether or not yet 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 for the time being quoted, listed or ordinarily dealt in on any stock exchange.

"Receivables Financings" 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, the Guarantor, any Subsidiary Guarantor or any of their 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 (whether or not now existing) which is controlled directly or indirectly by, or more than 50 percent of whose issued equity share capital (or equivalent) is then held or beneficially owned by, the first person and/or any one or more of the first person's Subsidiaries, and "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.

The negative pledge does not restrict the creation of Security Interests over any assets of the Issuer, the Guarantor or the Subsidiary 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 Guarantor and the Subsidiary Guarantors have been established with the exclusive purpose of exploiting the Mexican petroleum and gas reserves, including the production of oil and gas, oil products and basic petrochemicals. In addition, the negative pledge does not restrict the creation of Security Interests to secure obligations of the Issuer, the Guarantor, the Subsidiary 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 Notes (e.g., issuances of debt securities).

Events of Default; Waiver and Notice

If any of the following events (each, an "Event of Default") occurs and is continuing with respect to an issue of Notes, the Trustee, if so requested in writing by holders of at least one-fifth in principal amount of the Notes of such issue then outstanding, shall give notice to the Issuer that such Notes are, and they shall immediately become, due and payable at their principal amount together with accrued interest:

(a) *Non-Payment:* default is made in payment of principal (or any part thereof) of or premium, if any, or any interest on, or any sinking fund payment with respect to, any of such Notes when due and such failure continues, in the case of non-payment of principal or any sinking fund payment for seven days, and of interest or premium for fourteen days after the due date; or

(b) *Breach of Other Obligations:* the Issuer or Guarantor defaults in performance or observance of or compliance with any of its other obligations set out in such Notes or Guaranties or (insofar as it concerns such Notes or Guaranties) the Indenture which default is incapable of remedy or, if capable of remedy, is not remedied within 30 days after written notice of such default shall have been given to the Issuer, the Guarantor and the Subsidiary Guarantors by the Trustee; or

(c) *Cross-Default:* default by the Issuer, the Guarantor or any of the Guarantor's Material Subsidiaries (as defined below) or the Subsidiary Guarantors or any of them or any of their respective Material Subsidiaries in the payment of the principal of, or interest on, any Public External Indebtedness (as defined under "—Negative Pledge" above) of, or guaranteed by, the Issuer, the Guarantor or any of the Guarantor's Material Subsidiaries or the Subsidiary Guarantors or any of them or any of their respective Material Subsidiaries, in an aggregate principal amount exceeding U.S. $40,000,000 or its equivalent, when and as the same shall become due and payable, if such default shall continue for more than the period of grace, if any, originally applicable thereto; or

(d) *Enforcement Proceedings:* a distress or execution or other legal process is levied or enforced or sued out upon or against any substantial part of the property, assets or revenues of the Issuer, the Guarantor or any of the Guarantor's Material Subsidiaries or the Subsidiary Guarantors or any of them or any of their respective Material Subsidiaries and is not discharged or stayed within 60 days of having been so levied, enforced or sued out; or

(e) *Security Enforced:* an encumbrancer takes possession or a receiver, manager or other similar officer is appointed of the whole or any substantial part of the undertaking, property, assets or revenues of the Issuer, the Guarantor or any of the Guarantor's Material Subsidiaries or the Subsidiary Guarantors or any of them or any of their respective Material Subsidiaries; or

(f) *Insolvency:* the Issuer, the Guarantor or any of the Guarantor's Material Subsidiaries or the Subsidiary Guarantors or any of them or any of their respective Material Subsidiaries becomes insolvent or is generally unable to pay its debts as they mature or applies for or consents to or suffers the appointment of an administrator, liquidator, receiver or similar officer of the Issuer, the Guarantor or any of the Guarantor's Material Subsidiaries or the Subsidiary Guarantors or any of them or any of their respective Material Subsidiaries or the whole or any substantial part of the undertaking, property, assets or revenues of the Issuer, the Guarantor or any of the Guarantor's Material Subsidiaries or the Subsidiary Guarantors or any of them or any of their respective Material Subsidiaries or takes any proceeding under any law for a readjustment or deferment of its obligations or any part of them for insolvency, bankruptcy, reorganization, dissolution or liquidation or makes or enters into a general assignment or an

arrangement or composition with or for the benefit of its creditors or stops or threatens to cease to carry on its business or any substantial part of its business; or

(g) *Winding-up:* an order is made or an effective resolution passed for winding up the Issuer, the Guarantor or any of the Guarantor's Material Subsidiaries or the Subsidiary Guarantors or any of them or any of their respective Material Subsidiaries; or

(h) *Moratorium:* a general moratorium is agreed or declared in respect of any External Indebtedness (as defined under "—Negative Pledge" above) of the Issuer, the Guarantor or any of the Guarantor's Material Subsidiaries or the Subsidiary Guarantors or any of them or any of their respective Material Subsidiaries; or

(i) *Authorization and Consents:* any action, condition or thing (including the obtaining or effecting of any necessary consent, approval, authorization, exemption, filing, license, order, recording or registration) at any time required to be taken, fulfilled or done in order (i) to enable the Issuer lawfully to enter into, exercise its rights and perform and comply with its obligations under such Notes or the Indenture, (ii) to enable the Guarantor lawfully to enter into, exercise its rights and perform and comply with its obligations under the Guaranties relating to such Notes, the Indenture or the Subsidiary Guaranty Agreement in relation to such Notes and related Guaranties, (iii) to enable any of the Subsidiary Guarantors lawfully to enter into, perform and comply with its obligations under the Subsidiary Guaranty Agreement in relation to such Notes, the related Guaranties or the Indenture and (iv) to ensure that those obligations are legally binding and enforceable, is not taken, fulfilled or done within 30 days of its being so required; or

(j) *Illegality:* it is or becomes unlawful for (i) the Issuer to perform or comply with one or more of its obligations under any of such Notes or the Indenture, (ii) the Guarantor to perform or comply with any of its obligations under the Indenture, the Guaranties or the Subsidiary Guaranty Agreement with respect to such Notes, the related Guaranties or the Indenture, or (iii) the Subsidiary Guarantors or any of them to perform or comply with one or more of its obligations under the Subsidiary Guaranty Agreement with respect to such Notes, the related Guaranties or the Indenture; or

(k) *Control:* the Guarantor ceases to be a decentralized public entity of the Mexican Government or the Mexican Government shall otherwise cease to control the Guarantor or any Subsidiary Guarantor; or the Issuer, the Guarantor or any of the Subsidiary Guarantors is dissolved, disestablished or suspends its respective operations, and such dissolution, disestablishment or suspension of operations is material in relation to the business of the Issuer, the Guarantor and the Subsidiary Guarantors taken as a whole; or the Guarantor and the Subsidiary Guarantors cease to be the entities which have the exclusive right and authority to conduct on behalf of Mexico the activities of exploration, exploitation, refining, transportation, storage, distribution and first-hand sale of crude oil and exploration, exploitation, production and first-hand sale of gas, as well as the transportation and storage inextricably linked with such exploitation and production; or the Issuer ceases to be controlled by the Guarantor; or

(l) *Disposals:*

(i) the Guarantor ceases to carry on all or a substantial part of its business, or sells, transfers or otherwise disposes (whether voluntarily or involuntarily) of all or substantially all of its assets (whether by one transaction or a series of transactions whether related or not) other than (A) solely in connection with the implementation of the Organic Law of Petróleos Mexicanos and Subsidiary Entities or (B) to a Subsidiary Guarantor; or

(ii) any Subsidiary Guarantor ceases to carry on all or a substantial part of its business, or sells, transfers or otherwise disposes (whether voluntarily or involuntarily) of all or substantially all of its assets (whether by one transaction or a series of

transactions whether related or not) and such cessation, sale, transfer or other disposal is material in relation to the business of the Guarantor and the Subsidiary Guarantors taken as a whole; or

(m) *Analogous Events:* any event occurs which under the laws of Mexico has an analogous effect to any of the events referred to in paragraphs (d) to (g) above; or

(n) *Guaranties:* the Guaranties or the Subsidiary Guaranty Agreement is not (or is claimed by the Guarantor or any of the Subsidiary Guarantors not to be) in full force and effect.

"Material Subsidiaries" means, at any time, (i) each of the Subsidiary Guarantors and (ii) any Subsidiary of the Guarantor or any of the Subsidiary Guarantors having, as of the end of the most recent fiscal quarter of the Guarantor, total assets greater than 12% of the total assets of the Guarantor, the Subsidiary Guarantors and their Subsidiaries on a consolidated basis. As of the date of this Offering Circular, there were no Material Subsidiaries other than the Subsidiary Guarantors and the Issuer.

After any such acceleration has been made, but before a judgment or decree for the payment of money due based on acceleration has been obtained by the Trustee, the holders of a majority in aggregate principal amount of the Notes of such issue then outstanding may rescind and annul such acceleration in writing if all Events of Default, other than the non-payment of the principal of such Notes that have become due solely by such declaration of acceleration, have been cured or waived as provided in the Indenture.

The holders of a majority in principal amount of the Outstanding Notes of any issue may on behalf of the holders of such Notes 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 such Notes 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 Notes of such issue that would be sufficient to effect a modification, amendment, supplement or wavier of such matter.

Purchase of Notes

The Issuer, the Guarantor or any of the Subsidiary Guarantors may at any time purchase Notes at any price in the open market, in privately negotiated transactions or otherwise. Notes so purchased by the Issuer, the Guarantor or any Subsidiary Guarantor may be held, resold or surrendered to the Trustee for cancellation.

Modification and Waiver

The Issuer and the Trustee may modify, amend or supplement the terms of the Notes of any issue or the Indenture in any way, and the holders of a majority in aggregate principal amount of the Notes of any issue may make, take or give any request, demand, authorization, direction, notice, consent, waiver or other action that the Indenture or the Notes allow a holder to make, take or give, when authorized: (1) 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 or face amount of the Outstanding Notes of that issue that are represented at the meeting; or (2) with the written consent of the holders of the majority (or of such other percentage as stated in the text of the Notes of that issue with respect to the action being taken) in aggregate principal amount of the Outstanding Notes of that issue.

However, under provisions which are commonly referred to as "collective action clauses," without the consent of the holders of not less than 75% in aggregate principal amount of the Outstanding Notes of each issue affected thereby, no action may: (1) change the governing law with respect to the Indenture, the Guaranty, the Subsidiary Guaranties or the Notes of that issue; (2) change the submission to jurisdiction of New York courts, the obligation to appoint and maintain an Authorized Agent in the Borough

of Manhattan, The City of New York or the waiver of immunity provisions in the Notes of that issue; (3) amend the Events of Default in connection with an exchange offer for the Notes of that issue; (4) change the ranking of the Notes of that issue; or (5) change the definition of "Outstanding" with respect to the Notes of that issue.

Further, without (A) the consent of each holder of Outstanding Notes of each issue affected thereby or (B) the consent of the holders of not less than 75% in aggregate principal amount of the Outstanding Notes of each issue affected thereby, and (in the case of this clause (B) only) the certification by the Guarantor or 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 Notes of that issue; (2) reduce the principal or face amount of Notes of that issue, the portion of the principal or face amount that is payable upon acceleration of the maturity of Notes of that issue, the interest rate on the Notes of that issue or the premium (if any) payable upon redemption of the Notes of that issue; (3) shorten the period during which the Issuer is not permitted to redeem the Notes of that issue or permit the Issuer to redeem Notes of that issue 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" above; (4) change the coin or currency in which, or the required places at which, any principal of or premium or interest on Notes of that issue is payable; (5) modify the Guaranty of the Notes of that issue or the Subsidiary Guaranty Agreement in any manner adverse to the holder of any of the Notes of that issue; (6) change the obligation of the Issuer, the Guarantor or any Subsidiary Guarantor to pay Additional Amounts with respect to the Notes of that issue; (7) reduce the percentage of the principal amount of the Notes of that issue, the vote or consent of the holders of which is necessary to modify, amend or supplement the Indenture or the Notes of that issue or the related Guaranties or to take other action 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 to change the quorum requirements for a meeting of holders of the Notes, 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 Note of that issue affected by such action.

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 Notes) constitute any of the matters described in clauses (1) through (8) in the immediately preceding paragraph or clauses (1) through (5) of the paragraph next preceding such paragraph (each, 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 time 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 herein, "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 Notes of an issue have consented to any amendment, modification, supplement or waiver, whether a quorum is present at a meeting of holders of the Outstanding Notes of an issue or the number of votes entitled to be cast by each holder of a Note in respect of such Note at any such meeting, Notes owned, directly or indirectly, by Mexico or any public sector instrumentality of Mexico (including the Issuer, the Guarantor or any Subsidiary 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 Notes which a responsible officer of the Trustee actually knows to be so owned shall be so disregarded. As used in this paragraph, "public sector instrumentality" means

Banco de México, any department, ministry or agency of the federal government of Mexico or any corporation, trust, financial institution or other entity owned or controlled by the federal government of Mexico 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 in lieu of, or in addition to, the board of directors of a corporation, trust, financial institution or other entity.

If and for so long as Notes of an issue are listed on the Official List of the Luxembourg Stock Exchange and traded on the Euro MTF, and the rules of such Exchange so require, in the case of any such amendment, modification or waiver in respect of such Notes effected pursuant to the terms of the Indenture (excluding amendments or modifications with respect to the curing of any ambiguity or curing, correcting or supplementing any defective provision of the Indenture or the Notes of all issues) the Issuer will prepare a supplement to this Offering Circular. In addition, a notice regarding any such amendment, modification or waiver will be published in a newspaper of general circulation in Luxembourg or on the website of the Luxembourg Stock Exchange.

The Issuer and the Trustee may, without the vote or consent of any holder of the Notes of an issue, modify or amend the Indenture or the Notes of that issue for the purpose of: (1) adding to the covenants of the Issuer or the Guarantor for the benefit of the holders of the Notes of that issue; (2) surrendering any right or power conferred upon the Issuer or the Guarantor; (3) securing the Notes of that issue pursuant to the requirements of the Indenture or otherwise; (4) curing any ambiguity or curing, correcting or supplementing any defective provision of the Indenture or the Notes of that issue or the Guaranties; (5) amending the Indenture or the Notes of that issue in any manner which the Issuer and the Trustee may determine and that will not adversely affect the rights of any holder of the Notes of that issue in any material respect; (6) reflecting the succession of another corporation to the Issuer or the Guarantor and the successor corporation's assumption of the covenants and obligations of the Issuer or the Guarantor, as the case may be, under the Notes of that issue 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 other 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 or waiver under the Indenture becomes effective, the Issuer or the Guarantor will mail to the holders a notice briefly describing the amendment, modification or waiver. However, the failure to give this notice to all the holders, or any defect in the notice, will not impair or affect the validity of the amendment, modification, supplement or waiver.

Meetings

The Indenture has provisions for calling a meeting of the holders of the Notes. Under the Indenture, the Trustee may call a meeting of the holders of any issue of Notes at any time. The Issuer, the Guarantor or holders of at least 10% of the aggregate principal amount of any issue of Notes may also request a meeting of the holders of such Notes 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 the Notes 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 Outstanding of any issue of Notes are present or represented. At any meeting of the holders of the Notes to act on a matter that is a Reserved Matter, a quorum exists if the holders of 75% of the aggregate principal amount Outstanding of that issue of Notes are present or represented, *provided* that 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 Outstanding of that issue of Notes 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 Outstanding of that issue of Notes 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 Notes.

Further Issues

The Issuer may from time to time without the consent of any holder of the Notes of any issue create and issue additional Notes having the same terms and conditions as Notes previously issued (or the same except for the issue date, the first payment of interest or the issue price), which additional Notes may be consolidated to form a single series with the Outstanding Notes of that issue, *provided* that such additional Notes do not have, for purposes of U.S. federal income taxation, a greater amount of original issue discount than the original Notes of such issue have as of the date of the issue of such additional Notes.

Repayment of Monies; Prescription

Any monies paid by the Issuer, the Guarantor or any Subsidiary Guarantor to the Trustee for the payment of the principal of or premium, if any, or interest on any Notes and remaining unclaimed at the end of two years after such principal or interest shall have become due and payable and shall have been paid to the Trustee by the Issuer, the Guarantor or any Subsidiary Guarantor, shall then be repaid to the Issuer upon its written request, and the holders of such Notes will thereafter look only to the Issuer, the Guarantor and the Subsidiary Guarantors for payment thereof. Unless otherwise required by applicable law, the right to receive principal of any Notes or premium, if any, or interest thereon will become void at the end of five years after the due date thereof.

Governing Law, Jurisdiction and Waiver of Immunity

The Indenture and the Notes will be governed by and construed in accordance with the laws of the State of New York, except that the authorization and execution of such documentation by the Guarantor shall be governed by the laws of Mexico. The payment obligations of the Guarantor under the Guaranties and the payment obligations of the Subsidiary Guarantors under the Subsidiary Guaranties will be governed by and construed in accordance with the laws of the State of New York.

The Guarantor and each of the Subsidiary Guarantors will appoint the Consul General of Mexico in New York City and his successors as their authorized agent (the "Authorized Agent") upon whom process may be served in any action based upon the Notes, the Guaranties, the Subsidiary Guaranties or the Indenture which may be instituted 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 Note, and the Issuer, the Guarantor, each Subsidiary Guarantor and the Trustee will each irrevocably submit to the jurisdiction of any such court 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 Guarantor and each of the Subsidiary Guarantors will waive any right to which it may be entitled on account of residence or domicile. The Guarantor and each of the Subsidiary Guarantors reserve the right to plead sovereign immunity under the Immunities Act with respect to actions brought against them under U.S. federal securities laws or any state securities laws, and the Guarantor's and each of the Subsidiary Guarantors' appointment of the Consul General as its agent for service of process will not extend to such actions. In the absence of a waiver of immunity by the Guarantor and each of the Subsidiary Guarantors with respect to such actions, it would not be possible to obtain a United States judgment in such an action against the Guarantor or such Subsidiary Guarantor unless a U.S. court were to determine that the Guarantor or such Subsidiary Guarantor is not entitled under the Immunities Act to sovereign immunity with respect to such action. However, even if a United States judgment could be obtained in any such action under the Immunities Act, it may not be possible to obtain in Mexico a judgment based on such a

United States judgment. Moreover, execution upon property of the Guarantor or a Subsidiary Guarantor located in the United States to enforce a judgment obtained under the Immunities Act may not be possible except under the limited circumstances specified in the Immunities Act.

Article 27 of the Political Constitution of the United Mexican States, Articles 6 and 13 of the General Law on National Patrimony (and other related articles), Articles 1, 2, 3, 4 (and related articles) of the Regulatory Law, Articles 15, 16 and 19 of the Regulations to the Regulatory Law, Articles 1, 2, 3, 4 (and other related articles) of the Organic Law of Petróleos Mexicanos and Subsidiary Entities and Article 4 of the Federal Code of Civil Procedure of Mexico provide, *inter alia,* that (i) attachment prior to judgment, attachment in aid of execution or execution of a final judgment may not be ordered by Mexican courts against property of the Guarantor or any Subsidiary Guarantor, (ii) all domestic petroleum and hydrocarbon resources (whether solid, liquid, gas or intermediate form) are permanently and inalienably vested in Mexico (and, to that extent, subject to immunity); (iii) (a) the exploration, exploitation, refining, transportation, storage, distribution and first-hand sale of crude oil, (b) the exploration, exploitation, production and first-hand sale of gas, as well as the transportation and storage inextricably linked with such exploitation and production, and (c) the production, storage, transportation, distribution and first-hand sale of the derivatives of petroleum (including petroleum products) and of gas used as basic industrial raw materials and that constitute "basic petrochemicals" (the "Petroleum Industry") are reserved exclusively to Mexico (and, to that extent, assets related thereto are entitled to immunity); and (iv) the public entities created and appointed by the Federal Congress of Mexico to conduct, control, develop and operate the Petroleum Industry of Mexico are the Guarantor and the Subsidiary Guarantors (and, therefore, they are entitled to immunity with respect to such exclusive rights and powers). *As a result, notwithstanding the Guarantor's and the Subsidiary Guarantors' waiver of immunity described in the preceding paragraph, Mexican law specifies that attachment in aid of execution may not be ordered against the Guarantor, the Subsidiary Guarantors and their assets and, as a result, may restrict the ability to enforce judgments against them.*

Trustee, Paying Agent and Transfer Agent

Deutsche Bank Trust Company Americas will be the Trustee under the Indenture. The corporate trust office of the Trustee is located at 60 Wall Street, 27th Floor, New York, New York 10005. Deutsche Bank Trust Company Americas has also been appointed as Paying Agent and Transfer Agent under the Indenture, at its offices specified above. Paying Agents and Transfer Agents are agents of the Issuer and do not have the duties of a trustee with respect to the holders of the Notes. For so long as any notes are listed on the Official List of the Luxembourg Stock Exchange and traded on the Euro MTF, the Issuer will maintain a Paying Agent and a Transfer Agent in Luxembourg.

The Trustee may resign at any time or may be removed by the Issuer at any time. If the Trustee resigns, is removed or becomes incapable of acting as Trustee or if a vacancy occurs in the office of the Trustee for any cause, a successor Trustee shall be appointed in accordance with the provisions of the Indenture.

In the ordinary course of their respective businesses, Deutsche Bank Trust Company Americas and its affiliates have engaged, and may in the future engage, in investment banking activities and commercial banking activities with the Issuer and PEMEX, and have provided, and may in the future provide, investment advisory and corporate trust services to the Issuer and PEMEX.

Notices

Notices to holders of Registered Notes will be sent by mail to their respective addresses appearing in the register maintained by the Trustee. In addition, if and for so long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and traded on the Euro MTF, and the rules of such Exchange so require, such notices will be published either in a daily newspaper of general circulation in Luxembourg (expected to be the *Luxemburger Wort*), or on the website of such Exchange (www.bourse.lu). If publication as aforesaid is not practicable, notice will be validly given if made in accordance with the rules of the Luxembourg Stock Exchange. Any such notice shall be deemed to have

been given on the later of the date of such publication and the fourth calendar day after the date of mailing.

Notices to holders of Bearer Notes will be valid if published in a daily newspaper having general circulation in London (expected to be the *Financial Times*) or, if publication in such newspaper is not practicable, in another leading daily English language newspaper having general circulation in Europe approved by the Trustee. In addition, if and so long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and traded on the Euro MTF, and the rules of such Exchange so require, notices to holders of Bearer Notes will be published either in a leading newspaper having general circulation in Luxembourg (expected to be the *Luxemburger Wort*) or on the website of such Exchange (www.bourse.lu). Notices will, if published more than once or on different dates, be deemed to have been given on the date of the first publication in either both of such newspapers or in the first such newspaper and the Luxembourg Stock Exchange website as provided above. Holders of coupons shall be deemed for all purposes to have notice of the contents of any notice to the holders of the related Bearer Notes.

LIMITATIONS ON ISSUANCE OF BEARER NOTES

In compliance with United States federal tax laws and regulations, Bearer Notes (including temporary global Bearer Notes), other than Bearer Notes with a maturity not exceeding one year from the date of issue, may not be offered or sold during the restricted period (as defined in United States Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)) within the United States or its possessions or to United States persons (each as defined below) other than to an office located outside the United States or its possessions of a U.S. financial institution (as defined in Section 1.165-12(c)(1) of the U.S. Treasury regulations), purchasing for its own account, that provides a certificate stating that it agrees to comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Code, and the U.S. Treasury regulations thereunder, or to certain other persons described in Section 1.163-5(c)(2)(i)(D)(1)(iii)(B) of the U.S. Treasury regulations. Moreover, such Bearer Notes may not be delivered within the United States or its possessions in connection with their sale during the restricted period. No Bearer Note (other than a temporary global Bearer Note) may be delivered, nor may interest be paid on any Bearer Note, until receipt by the Issuer of (i) a Depositary Tax Certification in the case of temporary global Bearer Notes or (ii) an Owner Tax Certification in all other cases as described above under "Description of Notes—Form and Denomination."

For purposes of the limitations on the issuance of Bearer Notes, "United States Person" means any citizen or resident of the United States, any corporation, partnership or other entity created or organized in or under the laws of the United States, any estate the income of which is subject to U.S. federal income taxation regardless of its source, or any trust if (i) a U.S. court is able to exercise primary supervision over the trust's administration and (ii) one or more United States Persons have the authority to control all of the trust's substantial decisions. "United States" means the United States of America (including the States thereof and the District of Columbia) and "possessions" of the United States include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.

IMPORTANT CURRENCY INFORMATION

Unless otherwise specified in the applicable Final Terms, purchasers are required to pay for Notes in the Specified Currency in immediately available funds. Currently, there are limited facilities in the United States for conversion of U.S. dollars into foreign currencies or currency units and vice versa, and it is believed that only a limited number of U.S. banks offer foreign currency checking or savings account facilities in the United States. However, if requested by a prospective purchaser of Notes denominated in a Specified Currency other than U.S. dollars, an Agent soliciting the offer to purchase may at its discretion arrange for the conversion of U.S. dollars into such Specified Currency to enable the purchaser to pay for such Notes. Any request must be made by the date determined by such Agent. Each such conversion will be made by such Agent on such terms and subject to such conditions, limitations and charges as such Agent may from time to time establish in accordance with its regular foreign exchange practice. All costs of exchange will be borne by purchasers of the Notes.

For purposes of determining whether the holders of the requisite principal amount of Outstanding Notes have taken or authorized any action under the Indenture, the principal amount of a Note denominated in a Specified Currency other than U.S. dollars at any time outstanding shall be deemed to be the U.S. dollar equivalent, determined on the basis of the Market Exchange Rate as of the Issue Date of such Note, of the principal amount of such Note.

CURRENCY RISKS AND RISKS ASSOCIATED WITH INDEXED NOTES

Exchange Rates and Exchange Controls

An investment in a Note denominated in a Specified Currency other than the currency of the country in which a purchaser is resident or the currency (including any currency unit) in which a purchaser conducts its primary business (the "home currency") or where principal of or interest on Notes is payable by reference to a Specified Currency index other than an index relating to the home currency entails significant risks that are not associated with a similar investment in a security denominated in the home currency. Such risks include, without limitation, the possibility of significant changes in rates of exchange between the home currency and the Specified Currency and the possibility of the imposition or modification of foreign exchange controls by either the United States or foreign governments. Such risks generally depend on factors over which the particular country has no control, such as economic, financial, political and military events and the supply of and demand for the relevant currencies. In recent years, rates of exchange for certain currencies have been highly volatile, and such volatility may be expected in the future. Fluctuations in any particular exchange rate that have occurred in the past are not necessarily indicative, however, of fluctuations in the exchange rate that may occur during the term of any Note. Depreciation of the Specified Currency in which a Note is denominated against the relevant home currency would result in a decrease in the effective home currency-equivalent yield of such Note below its interest rate, in the home currency-equivalent value of the principal payable at maturity of such Note and generally in the home currency-equivalent market value of such Note and could result in a loss to the investor on a home currency basis.

Foreign exchange rates can either be fixed by sovereign governments or float. Exchange rates of most economically developed nations are permitted to fluctuate in value relative to the U.S. dollar. National governments, however, rarely voluntarily allow their currencies to float freely in response to economic forces. Sovereign governments in fact use a variety of techniques, such as intervention by a country's central bank or imposition of regulatory controls or taxes, to affect the rate of exchange of their currencies. Governments may also issue a new currency to replace an existing currency or alter the exchange rate or relative exchange characteristics by devaluation or revaluation of a currency. Thus, a special risk in purchasing Notes that are denominated in a foreign currency or currency unit is that the U.S. dollar equivalent yields of such Notes could be affected by governmental actions which could change or interfere with theretofore freely determined currency valuations, fluctuations in response to other market forces and the movement of the currencies across borders.

Governments have from time to time imposed, and may in the future impose, exchange controls that could affect the availability of a Specified Currency for making payments with respect to a Note. There can be no assurance that exchange controls will not restrict or prohibit payments in any currency or currency unit. Even if there are no actual exchange controls, it is possible that on a payment date with respect to any particular Note, the Specified Currency for such Note would not be available to the Issuer to make payments then due. In that event, the Issuer will make such payments in the manner set forth below under "Payment Currency."

THIS OFFERING CIRCULAR AND ANY FINAL TERMS HERETO DO NOT DESCRIBE ALL THE RISKS OF AN INVESTMENT IN NOTES DENOMINATED IN A CURRENCY (INCLUDING ANY CURRENCY UNIT) OTHER THAN A PROSPECTIVE PURCHASER'S HOME CURRENCY AND THE ISSUER, THE GUARANTOR AND THE SUBSIDIARY GUARANTORS DISCLAIM ANY RESPONSIBILITY TO ADVISE PROSPECTIVE PURCHASERS OF SUCH RISKS AS THEY EXIST AT THE DATE OF THIS OFFERING CIRCULAR AND AS SUCH RISKS MAY CHANGE FROM TIME TO TIME. PROSPECTIVE PURCHASERS SHOULD CONSULT THEIR OWN FINANCIAL AND LEGAL ADVISORS AS TO THE RISKS ENTAILED BY AN INVESTMENT IN NOTES DENOMINATED IN A CURRENCY (INCLUDING ANY CURRENCY UNIT) OTHER THAN THEIR PARTICULAR HOME CURRENCY. SUCH NOTES ARE NOT AN APPROPRIATE INVESTMENT FOR PERSONS WHO ARE UNSOPHISTICATED WITH RESPECT TO FOREIGN CURRENCY TRANSACTIONS.

Unless otherwise provided, Notes denominated in a Specified Currency other than the U.S. dollar or euro will not be sold in, or to residents of, the country of the Specified Currency in which such Notes are denominated. The information set forth in this Offering Circular and any Final Terms is directed to prospective purchasers who are United States residents. The Issuer, the Guarantor and the Subsidiary Guarantors disclaim any responsibility to advise prospective purchasers who are residents of countries other than the United States with respect to any matters that may affect the purchase, holding or receipt of payments of principal of or interest on Notes. Such persons should consult their own legal and financial advisors with regard to such matters.

The Final Terms relating to each Foreign Currency Note may contain information concerning relevant historical exchange rates for the applicable Specified Currency, a description of such currency or currencies and any exchange controls affecting such currency or currencies. The information therein concerning exchange rates and exchange controls, if any, is furnished as a matter of information only and should not be regarded as indicative of the range of or trends in fluctuations in exchange rates or of exchange controls that may be imposed in the future. The Issuer, the Guarantor and the Subsidiary Guarantors disclaim any responsibility to advise prospective purchasers of changes in such exchange rates or exchange controls after the date of any such Final Terms.

Payment Currency

Except as set forth below, if payment on a Note is required to be made in a Specified Currency other than U.S. dollars and on a payment date with respect to such Note such currency or currency unit is unavailable due to the imposition of exchange controls or other circumstances beyond the Issuer's control, or is no longer used by the government of the country issuing such currency or currency unit or for the settlement of transactions by public institutions of or within the international banking community, then all such payments due on such payment date shall be made in U.S. dollars. The amount so payable on any payment date in such foreign currency or currency unit shall be converted into U.S. dollars at a rate determined by the Exchange Rate Agent as of the second Business Day prior to the date on which such payment is due on the basis of the most recently available Market Exchange Rate for such currency or currency unit, or as otherwise specified in the applicable Final Terms. Any payment made under such circumstances in U.S. dollars will not constitute an Event of Default under the Notes.

All determinations referred to above made by the Exchange Rate Agent shall be confirmed by the Issuer (except to the extent expressly provided herein or in the applicable Final Terms) and, in the absence of manifest error, shall be conclusive for all purposes and binding on holders of the Notes, and the Exchange Rate Agent shall have no liability therefor.

Unless otherwise specified in the applicable Final Terms, Notes denominated in a Specified Currency other than U.S. dollars will provide that, in the event of an official redenomination of the Specified Currency, the obligations of the Issuer with respect to payments on such Notes shall, in all cases, be deemed immediately following such redenomination to provide for payment of that amount of the redenominated Specified Currency representing the amount of such obligations immediately before such redenomination.

Foreign Currency Judgments; Immunity from Attachment

The Notes and Guaranties will be governed by and construed in accordance with the laws of the State of New York. See "Description of Notes—Governing Law, Jurisdiction and Waiver of Immunity." Courts in the United States customarily have not rendered judgments for money damages denominated in any currency other than U.S. dollars. New York statutory law provides, however, that in an action based on an obligation denominated in a currency other than U.S. dollars, a court shall render a judgment or decree in the foreign currency of the underlying obligation and that the judgment or decree shall be converted into U.S. dollars at the exchange rate prevailing on the date of entry of the judgment or decree. It is not known whether the foregoing New York statutory law would be applied (a) in any action based on an obligation denominated in a currency unit or (b) by a Federal court sitting in the State of New York.

Under the Mexican Monetary Law, payments which should be made in Mexico in foreign currency, whether by agreement or upon judgment of a Mexican court, may be discharged in pesos at a rate of exchange for pesos into the relevant foreign currency prevailing at the time of payment. In addition, Mexican law specifies that attachment in aid of execution may not be ordered against the Guarantor, the Subsidiary Guarantors and their assets and, as a result, the ability of investors to realize upon judgments in the courts of Mexico may be limited. See "Description of Notes—Governing Law, Jurisdiction and Waiver of Immunity."

Risks Associated with Indexed Notes

An investment in Indexed Notes may entail significant risks that are not associated with a similar investment in a debt instrument that has a fixed principal amount, is denominated in U.S. dollars and bears interest at either a fixed rate or a floating rate determined by reference to nationally published interest rate references. The risks of a particular Indexed Note will depend on the terms of such Indexed Note, but may include, without limitation, the possibility of significant changes in the prices of securities, currencies, intangibles, goods, articles or commodities or of other objective price, economic or other measures making up the relevant index (the "Underlying Assets"). Such risks generally depend on factors over which the Issuer has no control, such as economic and political events and the supply of and demand for the Underlying Assets. In recent years, currency exchange rates and prices for various Underlying Assets have been highly volatile, and such volatility may be expected in the future. Fluctuations in any such rates or prices that have occurred in the past are not necessarily indicative, however, of fluctuations that may occur during the term of any Indexed Note.

In considering whether to purchase Indexed Notes, investors should be aware that the calculation of amounts payable in respect of Indexed Notes may involve reference to prices which are published solely by third parties or entities which are not subject to regulation under the laws of the United States.

THIS OFFERING CIRCULAR AND ANY FINAL TERMS HERETO DO NOT DESCRIBE ALL THE RISKS OF AN INVESTMENT IN INDEXED NOTES AND THE ISSUER, THE GUARANTOR AND THE SUBSIDIARY GUARANTORS DISCLAIM ANY RESPONSIBILITY TO ADVISE PROSPECTIVE PURCHASERS OF SUCH RISKS AS THEY EXIST AT THE DATE OF THIS OFFERING CIRCULAR OR AS SUCH RISKS MAY CHANGE FROM TIME TO TIME. THE RISK OF LOSS AS A RESULT OF THE LINKAGE OF PRINCIPAL OR INTEREST PAYMENTS ON INDEXED NOTES TO AN INDEX AND TO THE UNDERLYING ASSETS CAN BE SUBSTANTIAL. PROSPECTIVE PURCHASERS SHOULD CONSULT THEIR OWN FINANCIAL AND LEGAL ADVISORS AS TO THE RISKS ENTAILED BY AN INVESTMENT IN INDEXED NOTES. AN INDEXED NOTE IS NOT AN APPROPRIATE INVESTMENT FOR PERSONS WHO ARE UNSOPHISTICATED WITH RESPECT TO TRANSACTIONS IN THE UNDERLYING ASSETS OF ANY INDEX RELEVANT TO THAT INDEXED NOTE.

CLEARING AND SETTLEMENT

Arrangements will be made with each of DTC, Euroclear and Clearstream, Luxembourg to facilitate initial issuance of Global Notes deposited with, or on behalf of, DTC ("DTC Global Notes"). See "Description of Notes—Form and Denomination." Transfers within DTC, Euroclear and Clearstream, Luxembourg will be made in accordance with the usual rules and operating procedures of the relevant system. Cross-market transfers between investors who hold or who will hold DTC Global Notes through DTC and investors who hold or will hold DTC Global Notes through Euroclear and/or Clearstream, Luxembourg will be effected in DTC through the respective depositaries of Euroclear and Clearstream, Luxembourg. Each Regulation S Global Note and each Restricted Global Note deposited with DTC will have a different CUSIP or CINS number.

DTC

DTC has advised the Issuer as follows: DTC is a limited-purpose trust company organized under the laws of the State of New York, a "banking organization" within the meaning of the New York Banking Law, 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 pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities for its participating organizations ("DTC Participants") and to facilitate the clearance and settlement of securities transactions between DTC Participants through electronic book-entry changes in accounts of the DTC Participants, thereby eliminating the need for physical movement of certificates. DTC Participants include securities brokers and dealers, brokers, banks, trust companies and clearing corporations and may include certain other organizations. Indirect access to the DTC system is also available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("Indirect DTC Participants").

Under the rules, regulations and procedures creating and affecting DTC and its operations (the "Rules"), DTC is required to make book-entry transfers between DTC Participants on whose behalf it acts with respect to the Notes and is required to receive and transmit distributions of principal of and interest on the Notes. DTC Participants and Indirect DTC Participants with which investors have accounts with respect to the Notes similarly are required to make book-entry transfers and receive and transmit such payments on behalf of their respective investors.

Because DTC can only act on behalf of DTC Participants, who in turn act on behalf of Indirect DTC Participants and certain banks, the ability of a person having a beneficial interest in a Note held in DTC to transfer or pledge such interest to persons or entities that do not participate in the DTC system, or otherwise take actions in respect of such interest, may be affected by the lack of a physical certificate of such interest. The laws of some states of the United States require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer beneficial interests in a Note held in DTC to such persons may be limited.

DTC has advised the Issuer that it will take any action permitted to be taken by a holder of Notes (including, without limitation, the presentation of Notes for exchange as described above) only at the direction of one or more participants to whose account with DTC interests in the relevant Notes are credited, and only in respect of such portion of the aggregate principal amount of the Notes as to which such participant or participants has or have given such direction. However, in certain circumstances, DTC will exchange the DTC Global Notes held by it for Certificated Notes, which it will distribute to its participants and which, if representing interests in the Restricted Global Note, will be legended as set forth under "Notice to Investors." See "Description of Notes—Certificated Notes and Definitive Bearer Notes."

Euroclear

Euroclear was created in 1968 to hold securities for participants of Euroclear and to clear and settle transactions between Euroclear participants through simultaneous electronic book-entry delivery against

payment, thus eliminating the need for physical movement of certificates and risk from lack of simultaneous transfers of securities and cash. Transactions may now be settled in many currencies, including United States dollars and Japanese yen. Euroclear provides various other services, including securities lending and borrowing and interfaces with domestic markets in several countries generally similar to the arrangements for cross-market transfers with DTC described below.

Euroclear is operated by Euroclear Bank S.A./N.V. (the "Euroclear Operator"), under contract with Euroclear Clearance System plc, a U.K. corporation ("Euroclear"). The Euroclear Operator conducts all operations, and all Euroclear securities clearance accounts and Euroclear cash accounts are accounts with the Euroclear Operator, not Euroclear. The Euroclear Operator establishes policy for Euroclear on behalf of Euroclear participants. Euroclear participants ("Euroclear Participants") include banks (including central banks), securities brokers and dealers and other professional financial intermediaries and may include the Agents. Indirect access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear participant, either directly or indirectly. Euroclear is an indirect participant in DTC.

The Euroclear Operator is a Belgian bank. The Belgian Banking Commission and the National Bank of Belgium regulate and examine the Euroclear Operator.

The Terms and Conditions Governing Use of Euroclear (the "Euroclear Terms and Conditions") and the related Operating Procedures of Euroclear and applicable Belgian law govern securities clearance accounts and cash accounts with the Euroclear Operator. Specifically, these terms and conditions govern:

- transfers of securities and cash within Euroclear;
- withdrawal of securities and cash from Euroclear; and
- receipts of payments with respect to securities in Euroclear.

All securities in Euroclear are held on a fungible basis without attribution of specific certificates to specific securities clearance accounts. The Euroclear Operator acts under the terms and conditions only on behalf of Euroclear Participants and has no record of or relationship with persons holding securities through Euroclear Participants.

Distributions with respect to Notes held beneficially through Euroclear will be credited to the cash accounts of Euroclear Participants in accordance with the Euroclear Terms and Conditions, to the extent received by the Euroclear Operator and by Euroclear.

Clearstream, Luxembourg

Clearstream Banking, société anonyme ("Clearstream, Luxembourg"), was incorporated as a limited liability company under Luxembourg law. Clearstream, Luxembourg is owned by Cedel International, société anonyme, and Deutsche Börse AG. The shareholders of these two entities are banks, securities dealers and financial institutions.

Clearstream, Luxembourg holds securities for its customers and facilitates the clearance and settlement of securities transactions between Clearstream, Luxembourg customers through electronic book-entry changes in accounts of Clearstream, Luxembourg customers, thus eliminating the need for physical movement of certificates. Clearstream, Luxembourg provides to its customers, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities, securities lending and borrowing and collateral management. Clearstream, Luxembourg interfaces with domestic markets in a number of countries. Clearstream, Luxembourg has established an electronic bridge with the Euroclear Operator to facilitate settlement of trades between Clearstream, Luxembourg and Euroclear.

As a registered bank in Luxembourg, Clearstream, Luxembourg is subject to regulation by the Luxembourg Commission for the Supervision of the Financial Sector. Clearstream, Luxembourg customers ("Clearstream, Luxembourg Participants") are recognized financial institutions around the world, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. In the United States, Clearstream, Luxembourg customers are limited to securities brokers and dealers and banks, and may include the Agents for the Notes. Other institutions that maintain a custodial relationship with a Clearstream, Luxembourg customer may obtain indirect access to Clearstream, Luxembourg. Clearstream, Luxembourg is an indirect participant in DTC.

Distributions with respect to the Notes held beneficially through Clearstream, Luxembourg will be credited to cash accounts of Clearstream, Luxembourg Participants in accordance with its rules and procedures, to the extent received by Clearstream, Luxembourg.

Initial Settlement in Relation to DTC Global Notes

Upon the issuance of a DTC Global Note, DTC or its custodian will credit, on its internal system, the respective principal amount of the individual beneficial interests represented by such DTC Global Note to the accounts of persons who have accounts with DTC. Such accounts initially will be designated by or on behalf of the relevant Agent or the Issuer, in the case of a Note sold directly by the Issuer. Ownership of beneficial interests in a DTC Global Note will be limited to DTC Participants, including Euroclear and Clearstream, Luxembourg, or Indirect DTC Participants. Ownership of beneficial interests in DTC Global Notes will be shown on, and the transfer of that ownership will be effected only through, records maintained by DTC or its nominee (with respect to interests of DTC Participants) and the records of DTC Participants (with respect to interests of Indirect DTC Participants).

Euroclear and Clearstream, Luxembourg will hold omnibus positions on behalf of their participants through customers' securities accounts for Euroclear and Clearstream, Luxembourg on the books of their respective depositaries, which in turn will hold such positions in customers' securities accounts in such depositaries' names on the books of DTC.

Investors that hold their interests in a DTC Global Note through DTC will follow the settlement practices applicable to global bond issues. Investors' securities custody accounts will be credited with their holdings against payment in same-day funds on the settlement date.

Investors that hold their interests in a DTC Global Note through Euroclear or Clearstream, Luxembourg accounts will follow the settlement procedures applicable to conventional eurobonds in registered form. The interests will be credited to the securities custody accounts on the settlement date against payment in same-day funds.

Secondary Market Trading in Relation to DTC Global Notes

Since the purchaser determines the place of delivery, it is important to establish at the time of the trade where both the purchaser's and the seller's accounts are located to ensure that settlement can be made on the desired value date. Although DTC, Euroclear and Clearstream, Luxembourg have agreed to the following procedures in order to facilitate transfers of interests in a Regulation S Global Note and a Restricted Global Note among participants of DTC, Euroclear and Clearstream, Luxembourg, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. Neither the Issuer nor the Trustee, any Paying Agent or the Registrar will have any responsibility for the performance by DTC, Euroclear or Clearstream, Luxembourg or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Trading between DTC Participants

Secondary market trading between DTC Participants will be settled using the procedures applicable to global bond issues in same-day funds.

Trading between Euroclear and/or Clearstream, Luxembourg Participants

Secondary market trading between Euroclear Participants and/or Clearstream, Luxembourg Participants will be settled using the procedures applicable to conventional eurobonds in same-day funds.

Trading between DTC Sellers and Euroclear or Clearstream, Luxembourg Purchasers

When interests are to be transferred from the account of a DTC Participant to the account of a Euroclear Participant or a Clearstream, Luxembourg Participant, the purchaser will send instructions to Euroclear or Clearstream, Luxembourg through a Euroclear Participant or a Clearstream, Luxembourg Participant, as the case may be, at least one business day prior to settlement. The Euroclear Operator or Clearstream, Luxembourg will instruct its respective depositary to receive such interest against payment. Payment will then be made by the depositary to the DTC Participant's account against delivery of the interest in the relevant DTC Global Note. After settlement has been completed, the interest will be credited to the respective clearing system, and by the clearing system, in accordance with its usual procedures, to the Euroclear Participant's or Clearstream, Luxembourg Participant's account. The securities credit will appear the next day (European time) and the cash debit will be back-valued to, and the interest on the DTC Global Note will accrue from, the value date (which would be the preceding day, when settlement occurred in New York). If settlement is not completed on the intended value date (*i.e.,* the trade fails), the Euroclear or Clearstream, Luxembourg cash debit will be valued instead as of the actual settlement date.

Euroclear Participants and Clearstream, Luxembourg Participants will need to make available to the relevant clearing system the funds necessary to process same-day funds settlement. The most direct means of doing so is to preposition funds for settlement, either from cash on-hand or existing lines of credit, as such Participants would for any settlement occurring with Euroclear or Clearstream, Luxembourg. Under this approach, such Participants may take on credit exposure to the Euroclear Operator or Clearstream, Luxembourg until the interests in the relevant DTC Global Note are credited to their accounts one day later.

As an alternative, if the Euroclear Operator or Clearstream, Luxembourg has extended a line of credit to a Euroclear Participant or a Clearstream, Luxembourg Participant, as the case may be, such Participant may elect not to preposition funds and allow the credit line to be drawn upon to finance settlement. Under this procedure, Euroclear Participants or Clearstream, Luxembourg Participants purchasing interests in a DTC Global Note would incur overdraft charges for one day, assuming they cleared the overdraft when the interests in the relevant DTC Global Note were credited to their accounts. However, interest on the relevant DTC Global Note would accrue from the value date. Therefore, in many cases the investment income on the interest in the relevant DTC Global Note earned during that one-day period may substantially reduce or offset the amount of such overdraft charges, although this result will depend on each participant's particular cost of funds.

Since settlement takes place during New York business hours, DTC Participants can employ their usual procedures for transferring global bonds to the respective depositaries of Euroclear or Clearstream, Luxembourg for the benefit of Euroclear Participants or Clearstream, Luxembourg Participants. The sale proceeds will be available to the DTC seller on the settlement date. Thus, to DTC Participants, a cross-market sale transaction will settle no differently from a trade between two DTC Participants.

Trading between Euroclear or Clearstream, Luxembourg Sellers and DTC Purchasers

Due to time zone differences in their favor, Euroclear Participants and Clearstream, Luxembourg Participants may employ their customary procedures for transactions in which interests in a DTC Global Note are to be transferred by the relevant clearing system, through its respective depositary, to a DTC Participant at least one business day prior to settlement. In these cases, Euroclear or Clearstream, Luxembourg will instruct its respective depositary to deliver the interest in the relevant DTC Global Note to the DTC Participant's account against payment. The payment will then be reflected in the account of the Euroclear Participant or Clearstream, Luxembourg Participant the following day, and receipt of the cash proceeds in the Euroclear Participant's or Clearstream, Luxembourg Participant's account would be back-valued to the value date (which would be the preceding day, when settlement occurred in New York). Should the Euroclear Participant or Clearstream, Luxembourg Participant have a line of credit in its respective clearing system and elect to be in debit in anticipation of receipt of the sale proceeds in its account, the back-valuation will extinguish any overdraft charges incurred over that one-day period. If settlement is not completed on the intended value date (*i.e.,* the trade fails), receipt of the cash proceeds in the Euroclear Participant's or Clearstream, Luxembourg Participant's account would instead be valued as of the actual settlement date.

Finally, day traders that use Euroclear or Clearstream, Luxembourg to purchase interests in a DTC Global Note from DTC Participants for delivery to Euroclear Participants or Clearstream, Luxembourg Participants should note that these trades will automatically fail on the sale side unless affirmative action is taken. At least three techniques should be readily available to eliminate this potential problem:

- borrowing through Euroclear or Clearstream, Luxembourg for one day (until the purchase side of the day trade is reflected in their Euroclear or Clearstream, Luxembourg accounts) in accordance with the clearing system's customary procedures;

- borrowing the interests in the DTC Global Note in the United States from a DTC Participant no later than one day prior to settlement, which would give sufficient time for the Notes to be reflected in their Euroclear or Clearstream, Luxembourg account in order to settle the sale side of the trade; or

- staggering the value date for the buy and sell sides of the trade so that the value date for the purchase from the DTC Participant is at least one day prior to the value date for the sale to the Euroclear Participant or Clearstream, Luxembourg Participant.

Initial Settlement and Secondary Market Trading in relation to Bearer Notes and Global Notes deposited with the Common Depositary

Initial settlement in Euroclear and Clearstream, Luxembourg and secondary market trading between Euroclear Participants and/or Clearstream, Luxembourg Participants will be settled using the procedures applicable to conventional eurobonds.

TAXATION

The following summary contains a description of the principal Mexican and U.S. federal income tax considerations that may be relevant to the ownership and disposition of Notes, but it does not purport to be a comprehensive description of all of the tax considerations that may be relevant to a decision to purchase or dispose of Notes. This summary is based on the federal U.S. and Mexican tax laws in effect on the date of this Offering Circular. These laws are subject to change. Any change could apply retroactively and could affect the continued validity of this 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.

To ensure compliance with IRS Circular 230, each potential investor is hereby notified that: (a) any discussion of U.S. federal tax issues contained or referred to in this memorandum or any document referred to herein is no intended or written to be used, and cannot be used, by such potential investor for the purpose of avoiding penalties that may be imposed on them under the U.S. Internal Revenue Code; (b) such discussion is written for use in connection with the promotion or marketing of the transactions or matters addressed herein; and (c) each potential investor should seek advice based on their particular circumstances from an independent tax advisor.

This summary does not describe all of the tax considerations that may be relevant to a prospective holder's situation, particularly if such holder is subject to special tax rules. Each prospective holder or beneficial owner of Notes should consult its tax advisor as to the Mexican, United States or other tax consequences of the ownership and disposition of the Notes, 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 (the "Tax Treaty"). This summary describes the provisions of the Tax Treaty that may affect the taxation of certain U.S. holders of Notes. 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 Notes. 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 prospective holders of Notes that are not residents of Mexico for Mexican tax purposes and that will not hold the Notes or a beneficial interest therein through a permanent establishment for tax purposes in Mexico (any such non-resident holder 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, (i) more than 50% of his/her total income for the calendar year results from Mexican sources, or (ii) 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 national 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, payments of principal under the Notes, made by the Issuer, the Guarantor or a Subsidiary Guarantor, to a Foreign Holder, will not be subject to any taxes or duties imposed or levied by or on behalf of Mexico.

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, the Guarantor or the Subsidiary Guarantors in respect of the Notes to Foreign Holders will be subject to a Mexican withholding tax imposed at a rate of 4.9% if, as expected: (i) the Notes are placed outside of Mexico by a bank or broker dealer in a country with which Mexico has a valid tax treaty in effect, (ii) notice relating to the offering of the Notes is given to the CNBV as required under the Securities Market Law and evidence of such notice is timely filed with the Ministry of Finance and Public Credit, (iii) the Guarantor timely files with the Ministry of Finance and Public Credit (a) certain information related to the Notes and this Offering Circular and (b) information representing that no party related to the Guarantor, directly or indirectly, is the effective beneficiary of five percent (5%) or more of the aggregate amount of each such interest payment, and (iv) the Guarantor or the Subsidiary Guarantor maintains records that evidence compliance with (iii)(b) above. If these requirements are not satisfied, the applicable withholding tax rate will be higher.

Under the 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 Tax Treaty) under certain circumstances contemplated therein.

Payments of interest made by the Issuer, the Guarantor or a Subsidiary Guarantor in respect of the Notes to a non-Mexican pension or retirement fund will be exempt from Mexican withholding taxes, *provided* that any such fund: (i) is duly established pursuant to the laws of its country of origin and is the effective beneficiary of the interest paid, (ii) is exempt from income tax in respect of such payments in such country, and (iii) is registered with the Ministry of Finance and Public Credit for that purpose.

Additional Amounts. The Issuer, the Guarantor and the Subsidiary Guarantors have agreed, subject to specified exceptions and limitations, to pay Additional Amounts to the holders of the Notes in respect of the Mexican withholding taxes mentioned above. If the Issuer, the Guarantor or a Subsidiary Guarantor pays Additional Amounts in respect of such Mexican withholding taxes, any refunds received with respect to such Additional Amounts will be for the account of the Issuer, the Guarantor or such Subsidiary Guarantor, as the case may be. See “Description of Notes—Additional Amounts.”

Holders or beneficial owners of Notes may be requested to provide certain information or documentation necessary to enable the Issuer, the Guarantor or a Subsidiary Guarantor to establish the appropriate Mexican withholding tax rate applicable to such holders or beneficial owners. In the event that the specified information or documentation concerning the holder or beneficial owner, if requested, is not provided on a timely basis, the obligation of the Issuer, the Guarantor or such Subsidiary Guarantor as the case may be, to pay Additional Amounts will be limited. See “Description of Notes—Additional Amounts.”

Taxation of Dispositions. Capital gains resulting from the sale or other disposition of the Notes by a Foreign Holder to another Foreign Holder will not be subject to Mexican income or other similar taxes.

Transfer and Other Taxes. There are no Mexican stamp, registration, or similar taxes payable by a Foreign Holder in connection with the purchase, ownership or disposition of the Notes. A Foreign Holder of Notes will not be liable for Mexican estate, gift, inheritance or similar tax with respect to the Notes.

U.S. Federal Income Taxation

The following discussion summarizes certain U.S. federal income tax considerations that may be relevant to a holder of a Note. Except for the discussion under “—Non U.S Holders” and “—Information Reporting and Backup Withholding,” the discussion generally applies only to a holder of Notes that is an

individual who is a citizen or resident of the United States, or a 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 Notes (a "U.S. holder").

This summary is based on laws, regulations, rulings and decisions now in effect, all of which are subject to change. This summary deals only with U.S. holders that will hold Notes as capital assets, and does not address tax considerations applicable to investors that may be subject to special tax rules, such as banks, tax-exempt entities, insurance companies, dealers in securities or currencies, certain short-term holders of Notes, traders in securities electing to mark to market, persons that hedge their exposure in the Notes or that will hold Notes as a position in a "straddle" or conversion transaction, or as part of a "synthetic security" or other integrated financial transaction or persons that have a "functional currency" other than the U.S. dollar. U.S. holders should be aware that the U.S. federal income tax consequences of holding the Notes may be materially different for investors described in the previous sentence.

Special U.S. federal income tax considerations, if any, relevant to a particular issue of Notes, including any Indexed Notes, will be provided in the applicable Final Terms.

Investors should consult their own tax advisors in determining the tax consequences to them of holding Notes, including the application to their particular situation of the U.S. federal income tax considerations discussed below, as well as the application of state, local, foreign or other tax laws.

Taxation of Interest and Additional Amounts. A U.S. holder will be taxed on the gross amount of payments of "qualified stated interest" (as defined below under "—Original Issue Discount") and Additional Amounts (*i.e.,* without reduction for Mexican withholding taxes, determined utilizing the appropriate Mexican withholding tax rate applicable to the U.S. holder) on a Note as ordinary income at the time that such payments are accrued or are received (in accordance with the U.S. holder's method of tax accounting). If such payments are made with respect to a Foreign Currency Note, the amount of interest income realized by a U.S. holder that uses the cash method of tax accounting will be the U.S. dollar value of the Specified Currency payment based on the exchange rate in effect on the date of receipt, regardless of whether the payment in fact is converted into U.S. dollars. A U.S. holder that uses the accrual method of accounting for tax purposes will accrue interest income on the Note in the relevant foreign currency and translate the amount accrued into U.S. dollars based on the average exchange rate in effect during the interest accrual period (or portion thereof within the U.S. holder's taxable year), or, at the accrual basis U.S. holder's election, at the spot rate of exchange on the last day of the accrual period (or the last day of the U.S. holder's taxable year within such accrual period if the accrual period spans more than one taxable year), or at the spot rate of exchange on the date of receipt, if such date is within five business days of the last day of the accrual period. A U.S. holder that makes such election must apply it consistently to all debt instruments from year to year and cannot change the election without the consent of the Internal Revenue Service (the "IRS"). A U.S. holder that uses the accrual method of accounting for tax purposes will recognize foreign currency gain or loss, as the case may be, on the receipt of an interest payment made with respect to a Foreign Currency Note if the exchange rate in effect on the date the payment is received differs from the rate applicable to a previous accrual of that interest income. This foreign currency gain or loss will be treated as ordinary income or loss but generally will not be treated as an adjustment to interest income received on the Note.

Mexican withholding taxes paid at the appropriate rate applicable to the U.S. holder will be treated as foreign income taxes eligible for credit against such U.S. holder's U.S. federal income tax liability, subject to generally applicable limitations and conditions, or, at the election of such U.S. holder, for deduction in computing such U.S. holder's taxable income. Interest and Additional Amounts will constitute income from sources without the United States for U.S. foreign tax credit purposes. The calculation of foreign tax credits and, in the case of a U.S. holder that elects to deduct foreign taxes, the availability of deductions, involves the application of rules that depend on a U.S. holder's particular circumstances. U.S. holders should consult their own tax advisors regarding the availability of foreign tax credits and the treatment of Additional Amounts.

Purchase of Notes and Basis. A U.S. holder's tax basis in a Note generally will equal the cost of such Note to such holder, increased by any amounts includible in income by the holder as original issue discount and market discount and reduced by any amortized premium (each as described below) and any payments other than payments of qualified stated interest made on such Note. In the case of a Foreign Currency Note, the cost of such Note to a U.S. holder will be the U.S. dollar value of the foreign currency purchase price on the date of purchase. In the case of a Foreign Currency Note that is traded on an established securities market, a cash basis U.S. holder (and, if it so elects, an accrual basis U.S. holder) will determine the U.S. dollar value of the cost of such Note by translating the amount paid at the spot rate of exchange on the settlement date of the purchase. The amount of any subsequent adjustments to a U.S. holder's tax basis in a Note in respect of original issue discount, market discount and premium denominated in a Specified Currency will be determined in the manner described under "—Original Issue Discount" and "—Premium and Market Discount" below. The conversion of U.S. dollars to a Specified Currency and the immediate use of the Specified Currency to purchase a Foreign Currency Note generally will not result in taxable gain or loss for a U.S. holder.

Taxation of Dispositions. Upon the sale, exchange or retirement of a Note, a U.S. holder generally will recognize gain or loss equal to the difference between the amount realized on the sale, exchange or retirement (less any accrued qualified stated interest, which will be taxable as such) and the U.S. holder's adjusted tax basis in such Note. If a U.S. holder receives a currency other than the U.S. dollar in respect of the sale, exchange or retirement of a Note, the amount realized will be the U.S. dollar value of the specified currency received calculated at the exchange rate in effect on the date the instrument is disposed of or retired. In the case of a Foreign Currency Note that is traded on an established securities market, a cash basis U.S. holder, and if it so elects, an accrual basis U.S. holder will determine the U.S. dollar value of the amount realized by translating such amount at the spot rate on the settlement date of the sale. The election available to accrual basis U.S. holders in respect of the purchase and sale of Foreign Currency Notes traded on an established securities market, discussed above, must be applied consistently to all debt instruments from year to year and cannot be changed without the consent of the IRS.

Except as discussed below with respect to market discount, Short-Term Notes (as defined below) and foreign currency gain or loss, gain or loss recognized by a U.S. holder generally will be long-term capital gain or loss if the U.S. holder has held the Note for more than one year at the time of disposition. Net long-term capital gain recognized by an individual U.S. holder is subject to a more favorable tax rate than ordinary income or net short-term capital gain.

Gain or loss recognized by a U.S. holder on the sale, exchange or retirement of a Foreign Currency Note generally will be treated as ordinary income or loss to the extent that the gain or loss is attributable to changes in exchange rates during the period in which the holder held such Note. This foreign currency gain or loss will not be treated as an adjustment to interest income received on the Notes.

Original Issue Discount. U.S. holders of Original Issue Discount Notes generally will be subject to the special tax accounting rules for obligations issued with original issue discount ("OID") provided by the Code, and certain regulations promulgated thereunder (the "OID Regulations"). U.S. holders of such Notes should be aware that, as described in greater detail below, they generally must include OID in ordinary gross income for U.S. federal income tax purposes as it accrues, generally in advance of the receipt of cash attributable to that income.

In general, each U.S. holder of an Original Issue Discount Note, whether such holder uses the cash or the accrual method of tax accounting, will be required to include in ordinary gross income the sum of the "daily portions" of OID on the Note for all days during the taxable year that the U.S. holder owns the Note. The daily portions of OID on an Original Issue Discount Note are determined by allocating to each day in any accrual period a ratable portion of the OID allocable to that accrual period. Accrual periods may be any length and may vary in length over the term of an Original Issue Discount Note, *provided* that no accrual period is longer than one year and each scheduled payment of principal or interest occurs on either the final day or the first day of an accrual period. In the case of an initial holder, the amount of OID on an Original Issue Discount Note allocable to each accrual period is determined by (a) multiplying the

"adjusted issue price" (as defined below) of the Original Issue Discount Note at the beginning of the accrual period by the yield to maturity of such Original Issue Discount Note (appropriately adjusted to reflect the length of the accrual period) and (b) subtracting from that product the amount (if any) of qualified stated interest (as defined below) allocable to that accrual period. The yield to maturity of a Note is the discount rate that causes the present value of all payments on the Note as of its original issue date to equal the issue price of such Note. The "adjusted issue price" of an Original Issue Discount Note at the beginning of any accrual period will generally be the sum of its issue price (generally including accrued interest, if any) and the amount of OID allocable to all prior accrual periods, reduced by the amount of all payments other than payments of qualified stated interest (if any) made with respect to such Note in all prior accrual periods. The term "qualified stated interest" generally means stated interest that is unconditionally payable in cash or property (other than debt instruments of the issuer) at least annually during the entire term of an Original Issue Discount Note at a single fixed rate of interest or, subject to certain conditions, based on one or more interest indices. In the case of an Original Issue Discount Note that is a Floating Rate Note, both the "yield to maturity" and "qualified stated interest" will generally be determined for these purposes as though the Original Issue Discount Note will bear interest in all periods at a fixed rate generally equal to the rate that would be applicable to the interest payments on the Note on its date of issue or, in the case of certain Floating Rate Notes, the rate that reflects the yield that is reasonably expected for the Note. (Additional rules may apply if interest on a Floating Rate Note is based on more than one interest index.) As a result of this "constant yield" method of including OID in income, the amounts includible in income by a U.S. holder in respect of an Original Issue Discount Note denominated in U.S. dollars generally are lesser in the early years and greater in the later years than the amounts that would be includible on a straight-line basis. All payments on an Original Issue Discount Note (other than payments of qualified stated interest) will generally be viewed first as payments of previously-accrued OID (to the extent thereof), with payments attributed first to the earliest-accrued OID, and then as payments of principal.

A U.S. holder generally may make an irrevocable election to include in its income its entire return on a Note (*i.e.,* the excess of all remaining payments to be received on the Note, including payments of qualified stated interest, over the amount paid by such U.S. holder for such Note) under the constant-yield method described above. For Notes purchased at a premium or bearing market discount in the hands of the U.S. holder, a U.S. holder making such election will also be deemed to have made the election (discussed below in "—Premium and Market Discount") to amortize premium or to accrue market discount in income currently on a constant-yield basis.

In the case of an Original Issue Discount Note that is also a Foreign Currency Note, a U.S. holder should determine the U.S. dollar amount includible in income as OID for each accrual period by (a) calculating the amount of OID allocable to each accrual period in the Specified Currency using the constant-yield method described above, and (b) translating the amount of the Specified Currency so derived at the average exchange rate in effect during that accrual period (or portion thereof within a U.S. holder's taxable year) or, at the U.S. holder's election (as described above under "—Payments of Interest and Additional Amounts"), at the spot rate of exchange on the last day of the accrual period (or the last day of the U.S. holder's taxable year within such accrual period if the accrual period spans more than one taxable year), or at the spot rate of exchange on the date of receipt, if such date is within five business days of the last day of the accrual period. Because exchange rates may fluctuate, a U.S. holder of an Original Issue Discount Note that is also a Foreign Currency Note may recognize a different amount of OID income in each accrual period than would the holder of an otherwise similar Original Issue Discount Note denominated in U.S. dollars. Upon the receipt of an amount attributable to OID (whether in connection with a payment of an amount that is not qualified stated interest or the sale or retirement of the Original Issue Discount Note), a U.S. holder will recognize ordinary income or loss measured by the difference between the amount received (translated into U.S. dollars at the exchange rate in effect on the date of receipt or on the date of disposition of the Original Issue Discount Note, as the case may be) and the amount accrued (using the exchange rate applicable to such previous accrual).

A subsequent U.S. holder of an Original Issue Discount Note that purchases the Note at a cost less than its remaining redemption amount (as defined below), or an initial U.S. holder that purchases an Original Issue Discount Note at a price other than the Note's issue price, also generally will be required to

include in gross income the daily portions of OID, calculated as described above. However, if the U.S. holder acquires the Original Issue Discount Note at a price greater than its adjusted issue price, such holder may reduce its periodic inclusions of OID income to reflect the premium paid over the adjusted issue price. The "remaining redemption amount" for a Note is the total of all future payments to be made on the Note other than payments of qualified stated interest.

Floating Rate Notes generally will be treated as "variable rate debt instruments" under the OID Regulations. Accordingly, the stated interest on a Floating Rate Note generally will be treated as "qualified stated interest" and such a Note will not have OID solely as a result of the fact that it provides for interest at a variable rate. If a Floating Rate Note does not qualify as a "variable rate debt instrument", such Note will be subject to special rules (the "Contingent Payment Regulations") that govern the tax treatment of debt obligations that provide for contingent payments ("Contingent Debt Obligations"). A detailed description of the tax considerations relevant to United States holders of any such Notes will be provided in the applicable Final Terms.

Certain of the Notes may be subject to special redemption, repayment or interest rate reset features, as indicated in the applicable Final Terms. Notes containing such features, may be subject to special rules that differ from the general rules discussed above. Purchasers of Notes with such features should carefully examine the applicable Final Terms and should consult their own tax advisors with respect to such Notes since the tax consequences with respect to such features, and especially with respect to OID, will depend, in part, on the particular terms of the purchased Notes.

Premium and Market Discount. A U.S. holder of a Note that purchases the Note at a cost greater than its remaining redemption amount (as defined in the third preceding paragraph) will be considered to have purchased the Note at a premium, and may elect to amortize such premium (as an offset to interest income), using a constant-yield method, over the remaining term of the Note. Such election, once made, generally applies to all bonds held or subsequently acquired by the U.S. holder on or after the first taxable year to which the election applies and may not be revoked without the consent of the IRS. A U.S. holder that elects to amortize such premium must reduce its tax basis in a Note by the amount of the premium amortized during its holding period. Original Issue Discount Notes purchased at a premium will not be subject to the OID rules described above. In the case of premium in respect of a Foreign Currency Note, a U.S. holder should calculate the amortization of such premium in the specified currency. Amortization deductions attributable to a period reduce interest payments in respect of that period and therefore are translated into U.S. dollars at the exchange rate used by the U.S. holder for such interest payments. Exchange gain or loss will be realized with respect to amortized bond premium on such a Note based on the difference between the exchange rate on the date or dates such premium is recovered through interest payments on the Note and the exchange rate on the date on which the U.S. holder acquired the Note. With respect to a U.S. holder that does not elect to amortize bond premium, the amount of bond premium will be included in the U.S. holder's tax basis when the Note matures or is disposed of by the U.S. holder. Therefore, a U.S. holder that does not elect to amortize such premium and that holds the Note to maturity generally will be required to treat the premium as capital loss when the Note matures.

If a U.S. holder of a Note purchases the Note at a price that is lower than its remaining redemption amount, or in the case of an Original Issue Discount Note, its adjusted issue price, by at least 0.25% of its remaining redemption amount multiplied by the number of remaining whole years to maturity, the Note will be considered to have "market discount" in the hands of such U.S. holder. In such case, gain realized by the U.S. holder on the disposition of the Note generally will be treated as ordinary income to the extent of the market discount that accrued on the Note while held by such U.S. holder. In addition, the U.S. holder 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 Note. In general terms, market discount on a Note will be treated as accruing ratably over the term of such Note, or, at the election of the holder, under a constant yield method. Market discount on a Foreign Currency Note will be accrued by a U.S. holder in the specified currency. The amount includible in income by a U.S. holder in respect of such accrued market discount will be the U.S. dollar value of the amount accrued, generally calculated at the exchange rate in effect on the date that the Note is disposed of by the U.S. holder.

A U.S. holder 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 sale of a Note as ordinary income. If a U.S. holder elects to include market discount on a current basis, the interest deduction deferral rule described above will not apply. Any accrued market discount on a Foreign Currency Note that is currently includible in income will be translated into U.S. dollars at the average exchange rate for the accrual period (or portion thereof within the U.S. holder's taxable year). Any such election, if made, applies to all market discount bonds acquired by the taxpayer on or after the first day of the first taxable year to which such election applies and is revocable only with the consent of the IRS.

Short-Term Notes. The rules set forth above will also generally apply to Notes having maturities of not more than one year ("Short-Term Notes"), but with certain modifications.

First, the OID Regulations treat *none* of the interest on a Short-Term Note as qualified stated interest (but instead treat such interest payments as part of the Short-Term Note's stated redemption price at maturity, thereby giving rise to OID). Thus, all Short-Term Notes will be Original Issue Discount Notes. OID will be treated as accruing on a Short-Term Note ratably, or at the election of a U.S. holder, under a constant yield method.

Second, a U.S. holder of a Short-Term Note that uses the cash method of tax accounting and is not a bank, securities dealer, regulated investment company or common trust fund, and does not identify the Short-Term Note as part of a hedging transaction, will generally not be required to include OID in income on a current basis. Such a U.S. holder may not be allowed to deduct all of the interest paid or accrued on any indebtedness incurred or maintained to purchase or carry such Note until the Stated Maturity of the Note or its earlier disposition in a taxable transaction. In addition, such a U.S. holder will be required to treat any gain realized on a sale, exchange or retirement of the Note as ordinary income to the extent such gain does not exceed the OID accrued with respect to the Note during the period the U.S. holder held the Note. Notwithstanding the foregoing, a cash-basis U.S. holder of a Short-Term Note may elect to accrue OID in income on a current basis (in which case the limitation on the deductibility of interest described above will not apply). A U.S. holder using the accrual method of tax accounting and certain cash-basis U.S. holders (including banks, securities dealers, regulated investment companies and common trust funds) generally will be required to include OID on a Short-Term Note in income on a current basis.

Third, any U.S. holder (whether cash or accrual basis) of a Short-Term Note can elect to accrue the "acquisition discount", if any, with respect to the Note on a current basis. If such an election is made, the OID rules will not apply to the Note. Acquisition discount is the excess of the remaining redemption amount of the Note at the time of acquisition over the purchase price. Acquisition discount will be treated as accruing ratably or, at the election of the U.S. holder, under a constant-yield method based on daily compounding.

Finally, the market discount rules will not apply to a Short-Term Note.

Indexed Notes and Other Notes Providing for Contingent Payments. Special rules govern the tax treatment of debt obligations that provide for contingent payments ("contingent debt obligations"). These rules generally require accrual of interest income on a constant-yield basis in respect of a contingent debt obligation at a yield determined at the time of issuance of the obligation, and may require adjustments to such accruals when any contingent payments are made. A detailed description of the tax considerations relevant to U.S. holders of any contingent debt obligations will be provided in the applicable Final Terms.

Non-U.S. Holders. The following summary applies to holders who are not U.S. holders for U.S. federal income tax purposes.

For non-U.S. holders, the interest income derived from the Notes generally will be exempt from U.S. federal income taxes, including withholding tax. However, to receive this exemption non-U.S. holders

may be required to satisfy certification requirements, which are described below under the heading "—Information Reporting and Backup Withholding," to establish that one is not a U.S. holder.

Even if the holder is not a U.S. holder, U.S. federal income taxation may still apply to any interest income derived in respect of the Notes if (i) the holder is an insurance company carrying on a U.S. insurance business, within the meaning of the Internal Revenue Code, or (ii) the holder has an office or other fixed place of business in the United States that receives the interest and the holder earns 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 a holder is not a U.S. holder, any gain realized on a sale or exchange of Notes generally will be exempt from U.S. federal income tax, including withholding tax, unless (i) such income is effectively connected with the holder's conduct of a trade or business in the United States; or (ii) in the case of gain, a holder is an individual holder and is present in the United States for 183 days or more in the taxable year of the sale, and either (1) the holder's gain is attributable to an office or other fixed place of business that the holder maintains in the United States or (2) the holder has a tax home in the United States.

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

Information Reporting and Backup Withholding. The Paying Agent will be required to file information returns with the IRS with respect to payments made to certain U.S. holders of Notes. In addition, certain U.S. holders may be subject to backup withholding tax in respect of such payments if they do not provide their taxpayer identification numbers to the Paying Agent. Persons holding Notes who are not U.S. holders may be required to comply with applicable certification procedures to establish that they are not U.S. holders in order to avoid the application of such information reporting requirements and backup withholding tax.

European Union Savings Directive

Under European Council Directive 2003/48/EC on the taxation of savings income, each member state of the European Union (a "Member State") is required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to an individual resident in that other Member State; however, for a transitional period, Austria, Belgium and Luxembourg will instead apply a withholding system in relation to such payments, deducting tax at rates rising over time to 35 per cent, unless during such period they elect otherwise.

A number of non-EU countries, and certain dependent or associated territories of certain Member States, have agreed to adopt similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to an individual resident in a Member State. In addition, the Member States have entered into reciprocal provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to an individual resident in one of those territories.

OFFERING AND SALE

The following is subject to change in the applicable Final Terms. Further, the Agents who have agreed to purchase Notes from the Issuer will be specified in the applicable Final Terms.

Subject to the terms and conditions set forth in the Amended and Restated Distribution Agreement, dated as of February 11, 2005, as amended (the "Distribution Agreement"), the Notes are being offered on a continuing basis by the Issuer through Citigroup Global Markets Inc., Citigroup Global Markets Limited, Credit Suisse Securities (USA) LLC, Credit Suisse Securities (Europe) Limited, Goldman, Sachs & Co., Goldman Sachs International, J.P. Morgan Securities Inc., J.P. Morgan Securities Limited, Lehman Brothers Inc. and Lehman Brothers International (Europe) (the "Agents"), who have agreed to use reasonable efforts to solicit purchases of the Notes. The Issuer will have the sole right to accept offers to purchase Notes and may reject any proposed purchase of Notes as a whole or in part. The Agents shall have the right, in their discretion reasonably exercised, to reject any offer to purchase Notes, as a whole or in part. The Issuer will pay the Agents a commission in the amount agreed between the Agents and the Issuer for sales made through them as Agents.

The Issuer may also sell Notes to the Agents as principals for their own accounts at a discount to be agreed upon at the time of sale. Such Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the Agents. The Issuer reserves the right to sell Notes directly on its own behalf or, subject to certain conditions set forth in the Distribution Agreement, through or to brokers or dealers (acting as principal or agent) other than the Agents. No commission will be payable to the Agents on any Notes sold directly by the Issuer. The commission arrangements for agency sales through, or principal sales to, such other brokers or dealers will be agreed between the Issuer and such other brokers or dealers at the time of sale.

Notes may also be sold by the Agents to or through dealers who may resell to investors. The Agents may pay all or part of their discount or commission to such dealers.

United States

Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a U.S. person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the Code and regulations thereunder.

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act.

In connection with an offering of Notes, the Agents may purchase and sell the Notes in the open market. These transactions may include over-allotment and stabilizing transactions and purchases to cover short positions created by the Agents in connection with the offering. Stabilizing transactions consist of certain bids or purchases for the purpose of preventing or retarding a decline in the market price of the Notes; and short positions created by the Agents involve the sale by the Agents of a greater number of Notes than they are required to purchase from the Issuer in the offering. The Agents also may impose a penalty bid, whereby selling concessions allowed to broker-dealers in respect of the securities sold in the offering may be reclaimed by the Agents if such Notes are repurchased by the Agents in stabilizing or covering transactions. These activities may stabilize, maintain or otherwise affect the market price of the Notes, which may be higher than the price that might otherwise prevail in the open market; and these activities, if commenced, may be discontinued at any time. These transactions may be effected in the over-the-counter market or otherwise.

The Issuer has been advised by each of the Agents that any offering or sale of Notes by such Agent will be (a) if such Notes are to be offered in the United States or to U.S. persons, only to institutions which such Agent reasonably believes are qualified institutional buyers in reliance on Rule 144A under the Securities Act and (b) if such Notes are to be offered outside of the United States, only to certain persons in offshore transactions in reliance on Regulation S under the Securities Act and in accordance with applicable law. Any offer or sale of Notes in reliance on Rule 144A will be made by broker-dealers who are registered as such under the Exchange Act.

With respect to Notes offered to non-U.S. persons in offshore transactions in reliance on Regulation S, each Agent has acknowledged and agreed that, except as permitted by the Distribution Agreement, it will not offer, sell or deliver any Notes (whether as principal or agent) (i) as part of their distribution at any time or (ii) otherwise, until 40 days after the completion of the distribution (as certified to the Trustee by the relevant Agent) of the identifiable tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until the expiration of the 40-day period referred to above, an offer or sale of Notes within the United States by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

Terms used in the four preceding paragraphs have the meanings given them by Regulation S and Rule 144A under the Securities Act.

The Issuer has agreed to restrictions similar to those described above with regard to sales made by it.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State"), each Agent has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") it has not made and will not make an offer of the Notes of any tranche to the public in that Relevant Member State prior to the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State at any time:

(a) to any legal entity which is authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;

(b) to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000 and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts;

(c) to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the Agents; or

(d) in any other circumstances falling within Article 3(2) of the Prospectus Directive;

provided that no such offer of Notes shall result in a requirement for the publication by the Issuer, the Guarantor or any Agent of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Notes to the public" in relation to the Notes of any tranche in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor

to decide to purchase or subscribe for such Notes as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, and the expression "Prospectus Directive" means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

The above selling restriction is in addition to any other selling restrictions set out below.

France

The Notes may not be offered or sold, directly or indirectly, to the public in France and none of this Offering Circular, which has not been submitted to the clearance procedure of the *Autorité des marchés financiers* or of a competent authority of another Member State of the European Economic Area, which would have notified its approval to the AMF under the Directive 2003/71/EC, as complemented in France and the relevant Member State, any Final Terms or any other offering materials relating to the Notes may be released, issued or distributed or caused to be released, issued or distributed, directly or indirectly, to the public in France, or used in connection with any for subscription, exchange or sale of the Notes to the public in France. Any offers, sales and distributions may be made in France only in accordance with Article L. 411-2 of the *Code monétaire et financier,* and in particular to (i) qualified investors (*investisseurs qualifiés*) and/or to (ii) a restricted circle of investors (*cercle restreint d'investisseurs*), in each case investing for their own account, as defined in Articles L. 411-2, D. 411-1, D. 411-2, D. 734-1, D. 744-1, D. 754-1 and D. 764-1 of the *Code monétaire et financier*. The Notes may be resold to the public in France only in compliance with Articles L. 411-1, L. 411-2, L. 412-1 and L. 621-8 to L. 621-8-3 of the *Code monétaire et financier*.

Italy

Each Agent has acknowledged and agreed that the offering of the Notes has not been cleared by the Italian Securities Exchange Commission (*Commissione Nazionale per le Società e la Borsa*, the "CONSOB") pursuant to Italian securities legislation and, accordingly, has represented and agreed that the Notes may not and will not be offered, sold or delivered, nor may or will copies of this Offering Circular or any other documents relating to the Notes or the program be distributed in Italy, except in circumstances which are exempted from the rules on solicitation of investments pursuant to Article 100 of Legislative Decree No. 58 of February 24, 1998 (the "Financial Service Act") and Article 33, first paragraph, of CONSOB Regulation No. 11971 of May 14, 1999, as amended.

Each Agent has represented and agreed that any offer, sale or delivery of the Notes or distribution of copies of this Offering Circular or any other document relating to the Notes or the program in Italy may and will be effected in accordance with all Italian securities, tax, exchange control and other applicable laws and regulations, and, in particular, will be: (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Financial Services Act, Legislative Decree No. 385 of September 1, 1993, as amended (the "Italian Banking Law"), CONSOB Regulation No. 11522 of July 1, 1998, as amended, and any other applicable laws and regulations; (ii) in compliance with Article 129 of the Italian Banking Law and the implementing guidelines of the Bank of Italy, pursuant to which the issue or the offer of securities in Italy is conditioned upon obtaining authorization from the Bank of Italy; and (iii) in compliance with any other applicable notification requirement or limitation which may be imposed by CONSOB or the Bank of Italy.

Any investor purchasing the Notes under the program is solely responsible for ensuring that any offer or resale of the Notes it purchased under the program occurs in compliance with applicable laws and regulations.

This Offering Circular and the information contained therein is intended only for the use of its recipient and is not to be distributed to any third party resident or located in Italy for any reason. No person resident or located in Italy other than the original recipients of this document may rely on it or its content.

In addition to the above (which shall continue to apply to the extent not inconsistent with the implementing measures of the Prospectus Directive in Italy), after the implementation of the Prospectus Directive in Italy, the restrictions, warranties and representations set out under the heading "European Economic Area" above shall apply to Italy.

Switzerland

The Notes will not be listed on the SWX Swiss Exchange and this Offering Circular does not, therefore, constitute a prospectus within the meaning of Art. 652a or 1156 of the Swiss Code of Obligations or in accordance with the Listing Rules of the SWX Swiss Exchange.

United Kingdom

Each Agent has represented, warranted and agreed that:

(i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (the "FSMA")) received by it in connection with the issue or sale of any such Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and

(ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

Mexico

Each Agent has represented and agreed that it has not offered and will not offer the Notes publicly in Mexico and that it has not and will not distribute this Offering Circular, any Final Terms or any other materials relating to the Notes publicly in Mexico. The Guarantor will notify the characteristics of the offering to the CNBV for information purposes only. Such notice does not imply any certification as to the investment quality of the Notes, the solvency of the Issuer, the Guarantor or the Subsidiary Guarantors or the accuracy or completeness of the information contained in this Offering Circular. Furthermore, the information contained in this Offering Circular has not been reviewed or authorized by the CNBV of Mexico and is the exclusive responsibility of the Issuer, the Guarantor and the Subsidiary Guarantors (and not the Managing Trustee). The Notes may not be offered or sold in Mexico except through a private offering in accordance with article 8 (or any successor provision) of the Securities Market Law. Any Mexican investor who acquires these Notes from time to time must rely on its own examination of the Issuer, Guarantor and Subsidiary Guarantors.

Hong Kong

Each Agent has acknowledged and agreed, on behalf of itself and its respective selling agent, if any, that (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than to persons whose ordinary business it is to buy or sell shares or debentures (whether as principal or agent) or in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap. 32) of Hong Kong; and (b) it has not issued or had in its possession for the purpose of issue and will not issue or have in its possession for the purpose of issue any invitation, advertisement or document relating to the Notes in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes intended to be disposed of to persons outside Hong Kong or only to "professional investors" within the meaning of the Securities and Future Ordinance (Cap. 571) of Hong Kong and any rules made thereunder.

Japan

Each Agent will be deemed to represent and agree that the Notes have not been and will not be registered under the Securities and Exchange Law of Japan, and that it has not offered or sold, and agrees not to offer or sell the Notes, directly or indirectly, in Japan or to, or for the benefit of, any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to a Japanese Person, except pursuant to an exemption from the registration requirements of the Securities and Exchange Law of Japan and otherwise in compliance with applicable regulations and provisions of Japanese law. For the purpose of this paragraph "Japanese Person" means any person resident in Japan, including any corporation or other entity organized under the laws of Japan.

Singapore

This Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Agent has represented, warranted and agreed that it has not circulated or distributed nor will it circulate or distribute this Offering Circular and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of any Notes nor has it offered or sold or caused such Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell such Notes or cause such Notes to be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (a) to an institutional investor or other person specified in Section 274 of the Securities and Futures Act, (b) to a sophisticated investor and in accordance with the conditions specified in Section 275 of the Securities and Futures Act or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the Securities and Futures Act.

Where the Notes are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferable for 6 months after that corporation or that trust has acquired the Notes under Section 275 except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is given for the transfer; or (3) by operation of law..

General

No action has been or will be taken in any jurisdiction that would permit a public offering of the Notes, or the possession, circulation or distribution of this Offering Circular, any Final Terms or any other material relating to the Issuer or the Notes, in any jurisdiction where action for such purpose is required. Accordingly, the Notes may not be offered or sold, directly or indirectly, nor may this Offering Circular, any Final Terms or any other offering material or advertisements in connection with the Notes be distributed or published in or from any country or jurisdiction except under circumstances that will result in compliance with any applicable rules and regulations of any such country or jurisdiction.

Purchasers of Notes may be required to pay stamp taxes and other charges in accordance with the laws and practices of the country of purchase in addition to the offering price and accrued interest, if any, set forth in the Final Terms with respect to such Notes.

Application has been made to admit the Notes to listing on the Official List of the Luxembourg Stock Exchange and to trading on the Euro MTF.

Each of the Agents may from time to time perform various investments and/or commercial banking services for the Issuer, the Guarantor or the Subsidiary Guarantors in the ordinary course of their business and receive separate fees for the provision of such services.

The Issuer, the Guarantor and the Subsidiary Guarantors have agreed to indemnify the Agents against certain liabilities in connection with the offering of the Notes, including liabilities under the Securities Act.

VALIDITY OF THE NOTES

The validity under New York law of the Notes, and the Guaranties and the Subsidiary Guaranty Agreement will be passed upon by Cleary Gottlieb Steen & Hamilton LLP, New York counsel for the Issuer, the Guarantor and the Subsidiary Guarantors, and by Sullivan & Cromwell LLP or such other counsel as is specified in the applicable Final Terms as New York counsel for the Agents. Certain legal matters governed by Mexican law will be passed upon by the General Counsel of the Guarantor, and by Ritch Mueller, S.C., special Mexican counsel for the Agents. Certain legal matters governed by Delaware Law will be passed upon by Richards, Layton & Finger, P.A., special Delaware counsel to the Issuer.

PUBLIC OFFICIAL DOCUMENTS AND STATEMENTS

The information included under the heading “Item 3—Key Information—“Exchange Rates” and “Item 4—Information on the Company—United Mexican States” in the Form 20-F has been extracted or derived from a publication of or sourced from Mexico or one of its agencies or instrumentalities. Other information included herein has been extracted, derived or sourced from official publications of PEMEX, which is a governmental agency of Mexico, and is included herein on the authority of such publication or source as a public official document of Mexico. The Issuer takes responsibility for having accurately reproduced any such information from the respective public official document of Mexico. All other information herein is included as a public official statement made on the authority of the Director General of the Guarantor, Jesús Reyes Heroles Gonzáles Garza.

ANNEX A

RECENT DEVELOPMENTS

The following discussion of PEMEX's recent results should be read in conjunction with the Form 20-F, in particular, "Item 4—Information on the Company" and "*Item 5—Operating and Financial Review and Prospects" in the Form 20-F and the Financial Statements.*

Exchange Rates

On July 16, 2008, the noon buying rate for cable transfers in New York reported by the Federal Reserve Bank of New York was Ps. 10.2593 = U.S. $1.00.

Change of Auditors

The Board of Directors of Petróleos Mexicanos, in its meeting held on December 4, 2007, approved the execution of auditing services by KPMG Cárdenas Dosal, S.C., which was appointed by the *Secretaría de la Función Pública* (Ministry of Public Control), which we refer to as SFP, as external auditor of the financial statements of Petróleos Mexicanos and of the consolidated financial statements of Petróleos Mexicanos and its subsidiary entities prepared in accordance with *Normas y Principios Básicos de Contabilidad Gubernamental* (Governmental Accounting Standards) replacing PricewaterhouseCoopers, S.C, which rendered those services until the 2006 fiscal year. The reason for this change is that the maximum period stated for external auditors firms to render their services to a public entity was completed in accordance with the guidelines applicable to the selection, designation and evaluation of the external auditors´ performance auditing entities of the Mexican Government, issued by the SFP.

Cessation of Inflation Accounting under Mexican FRS

As a result of an accounting change in Normas de Información Financiera Mexicanas (Mexican Financial Reporting Standards or "Mexican FRS" or "NIFs") inflation accounting rules, commencing January 1, 2008, PEMEX will no longer use inflation accounting, unless the economic environment in which it operates qualifies as "inflationary," as defined by Mexican FRS. Because the economic environment in the three-year period ended December 31, 2007 did not qualify as inflationary, PEMEX did not use inflation accounting to prepare its unaudited condensed consolidated interim financial information as of and for the three-month period ended March 31, 2008.

Capitalization of PEMEX

The following table sets forth the capitalization of PEMEX, at March 31, 2008, as calculated in accordance with Mexican FRS.

	At March 31, 2008[1][2]	
	(millions of current pesos or U.S. dollars)	
Long-term external debt	Ps. 320,503	U.S.$30,100
Long-term domestic debt	93,087	8,741
Total long-term debt[3]	Ps. 413,590	U.S.$38,841
Certificates of Contribution "A"[4]	Ps. 96,958	U.S. $9,106
Mexican Government increase in equity of Subsidiary Entities[5]	147,264	13,830
Surplus in the restatement of equity	—	—
Effect on equity from labor obligations	—	—

Effect of derivative financial instruments	3,241	304
Accumulated losses	(138,051)	(12,965)
Net income (loss) for the period	3,253	305
Total equity	112,665	10,581
Total capitalization	Ps. 526,255	U.S.$49,422

Notes: 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. 10.6482 = U.S. $1.00 at March 31, 2008. 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 the filing of this document, there has been no material change in the capitalization of PEMEX since March 31, 2008, except for PEMEX's undertaking of new financings as disclosed in Item 5—Operating and Financial Review and Prospects—Liquidity and Capital Resources—Financing Activities—2008 Financing Activities" in the Form 20-F.

(3) Total long-term debt does not include short-term indebtedness of Ps. 90.6 billion (U.S. $8.5 billion) at March 31, 2008. See "Item 5—Operating and Financial Review and Prospects—Liquidity and Capital Resources" in the Form 20-F.

(4) Equity instruments held by the Mexican Government.

(5) In December 2007, the Mexican Government increased PEMEX's equity by Ps.11.2 billion.

Source: PEMEX's unaudited condensed consolidated interim financial statements.

Results of Operations of Petróleos Mexicanos, the Subsidiary Entities and the Subsidiary Companies – First Three Months of 2008 Compared to First Three Months of 2007

The interim financial information set forth below has been derived from the unaudited condensed consolidated interim financial data of PEMEX for the three-month periods ended March 31, 2007 and 2008, which has been reported by PEMEX to the CNBV in Mexico. The condensed consolidated interim financial information set forth below was prepared in accordance with Mexican FRS. The information contained herein does not contain all of the information and disclosures normally included in interim financial statements prepared in accordance with Mexican FRS. The interim financial statements should be read in conjunction with the Financial Statements. This unaudited condensed consolidated interim financial information was not reconciled to U.S. GAAP.

	Three months ended March 31,		
	2007[1]	2008[1] [2]	
	(millions of current pesos or U.S. dollars)		
Net sales			
Domestic	Ps. 135,916	Ps. 163,483	U.S.$ 15,353
Export	106,617	157,695	14,809
Services income	270	285	27
Total	242,803	321,463	30,189
Costs of sales	90,550	123,582	11,606
General expenses	18,673	27,706	2,602
Other revenues[3] (net)	5,243	35,873	3,369
Comprehensive financing result[4]	(10,512)	(895)	(84)
Participation in results of subsidiaries and affiliates	(980)	(260)	(24)
Income before taxes and duties	127,330	204,894	19,242
Taxes and duties	137,759	201,642	18,937
Net (loss) income for the period	Ps. (10,429)	Ps. 3,253	U.S.$ 305

(1) Unaudited.

(2) Translations into U.S. dollars of amounts in pesos have been made at the established exchange rate of Ps. 10.6482 = U.S. $1.00 at March 31, 2008 for purposes of convenience only. Such translations should not be construed as a representation that the peso amounts have been or could be converted into U.S. dollars at the foregoing or any other rate.

(3) Includes the IEPS Tax in 2007 and 2008, when the IEPS Tax rate was negative.

(4) Includes exchange rate losses in the amount of Ps. 8,058 million in the first three months of 2007 and exchange rate gains in the amount of Ps. 4,526 million in the first three months of 2008. Because the economic environment in the three-year period ended December 31, 2007 did not qualify as inflationary under Mexican FRS, in the three-month period ended March 31, 2008, PEMEX has not recognized any gain (loss) on net monetary position for this period.

Source: PEMEX

Sales

During the first three months of 2008, total sales were Ps. 321.5 billion, representing an increase of 32.4% from total sales in the first three months of 2007 of Ps. 242.8 billion. The increase in total sales resulted primarily from the increase in prices for crude oil exports.

Domestic Sales

Domestic sales increased by 20.3% in the first three months of 2008, from Ps. 135.9 billion in the first three months of 2007 to Ps. 163.5 billion in the first three months of 2008, primarily due to a 16.9% increase in sales of petroleum products, a 38.8% increase in natural gas sales and a 36.7% increase in petrochemical products. Sales of natural gas increased by 38.8% in the first three months of 2008, from Ps. 19.4 billion in the first three months of 2007 to Ps. 26.1 billion in the first three months of 2008, due to a 14.4% increase in the volume of sales and a 21.1% average increase in price. Domestic sales of petroleum products increased by 16.9% in the first three months of 2008, from Ps. 110.5 billion in the first three months of 2007 to Ps. 129.2 billion in the first three months of 2008, primarily due to a 1.4% increase in sales volumes, caused by the increased demand for gasoline and diesel. Domestic petrochemical sales (including sales of certain by-products of the petrochemical production process) increased by 36.7%, from Ps. 6.0 billion in the first three months of 2007 to Ps. 8.2 billion in the first three months of 2008, due to a 43.0% increase in the volume of petrochemical product sales, which was partially offset by a 5.3% average decrease in price.

Export Sales

Total export sales (with dollar-denominated export revenues translated to pesos at the exchange rate on the date on which the export sale was made) increased by 47.9%, from Ps. 106.6 billion in the first three months of 2007 to Ps. 157.7 billion in the first three months of 2008. Excluding the trading activities of the subsidiaries of Petróleos Mexicanos P.M.I. Comercio Internacional, S.A. de C.V., P.M.I. Trading, Ltd. and their affiliates (the "PMI Group"), export sales by the Subsidiary Entities to the PMI Group and third parties increased by 47.0%, from Ps. 93.8 billion in the first three months of 2007 to Ps. 137.9 billion in the first three months of 2008. In dollar terms, excluding the trading activities of the PMI Group, total export sales increased by 54.2%, from U.S. $8.3 billion in the first three months of 2007 to U.S. $12.8 billion in the first three months of 2008.

Crude oil and condensate export sales accounted for 88.7% of export sales (excluding the trading activities of the PMI Group) in the first three months of 2008, as compared to 87.0% in the first three months of 2007. Crude oil and condensate export sales increased in peso terms by 47.0%, from Ps. 93.8 billion in the first three months of 2007 to Ps. 137.9 billion in the first three months of 2008, primarily due to a 74.2% increase in the weighted average price of crude oil exports (from U.S. $47.7 per barrel in the first three months of 2007 to U.S. $83.1 per barrel in the first three months of 2008), which was partially offset by a 12.4% decrease in the volume of crude oil exports mainly due to a decline of production in the Cantarell field.

Export sales of petroleum products represented 11.0% of export sales (excluding the trading activities of the PMI Group) in the first three months of 2008, as compared to 10.6% in the first three months of

2007. Export sales of petroleum products increased by 41.7%, from Ps. 10.3 billion in the first three months of 2007 to Ps. 14.6 billion in the first three months of 2008, primarily due to an increase in prices and volumes of exports of PEMEX's main petroleum products, including naphtas and diesel.

Export sales of natural gas represented 0.2% of total export sales (excluding the trading activities of the PMI Group) in the first three months of 2008, as compared to 1.4% in the first three months of 2007. Export sales of natural gas decreased by 83.1%, from Ps. 1.3 billion in the first three months of 2007 to Ps. 0.2 billion in the first three months of 2008, due to an increase in domestic demand for natural gas.

Petrochemical products accounted for the remainder of export sales (excluding the trading activities of the PMI Group) in the first three months of 2007 and 2008 (0.7% and 0.54%, respectively). Export sales of petrochemical products (including certain by-products of the petrochemical process) increased by 33.3%, from Ps. 0.6 billion in the first three months of 2007 to Ps. 0.8 billion in the first three months of 2008 due to a 90.7% increase in sales volume mainly related to an increase in the sale of sulfur.

Services Income

Services income relates, mainly, to revenues obtained by Kot Insurance Ltd. from reinsurance premiums. In the first three months of 2008 and 2007, services income amounted to Ps. 0.3 billion. There was no meaningful change of services income in the first three months of 2008 compared to the first three months of 2007.

Costs of Sales

Costs of sales increased by 36.5%, from Ps. 90.6 billion in the first three months of 2007 to Ps. 123.6 billion in the first three months of 2008. This increase was primarily due to a Ps. 26.5 billion increase in product purchases, a Ps. 5.3 billion increase in depreciation and amortization expense and a Ps. 4.2 billion increase in costs associated with the labor provision for pension and other post-retirement obligations.

General Expenses

General expenses increased by 48.4%, from Ps. 18.7 billion in the first three months of 2007 to Ps. 27.7 billion in the first three months of 2008. This increase was primarily due to a 57.8% increase in administrative expenses and a 28.8% increase in distribution expenses related to an increase in costs associated with the labor provision for pension and other post-retirement obligations.

Other Revenue, net

Other revenues, net, increased by Ps. 30.6 billion, from a net revenue of Ps. 5.2 billion in the first three months of 2007 to a net revenue of Ps. 35.9 billion in the first three months of 2008, primarily due to an increase in the amount of the credit attributable to the negative rate of the IEPS Tax amounting approximately to Ps. 30.0 billion.

Comprehensive Financing Result

Under Mexican FRS, comprehensive financing result reflects interest income (including gains and losses on certain derivative instruments), interest expense, foreign exchange gain or loss and, for periods ending prior to January 1, 2008, the gain or loss attributable to the effects of inflation on monetary liabilities and assets minus any portion of the comprehensive financing result capitalized during the period. A substantial portion of PEMEX's indebtedness (76.6% at March 31, 2008) is denominated in U.S. dollars, so a depreciation of the peso against the U.S. dollar results in foreign exchange loss and higher peso-denominated interest expense.

PEMEX's comprehensive financing result decreased from a loss of Ps. 10.5 billion in the first three months of 2007 to a loss of Ps. 0.9 billion in the first three months of 2008, primarily as a result of the following:

- The appreciation of the peso against the U.S. dollar in the first three months of 2008 in comparison to a depreciation of the peso in the same period of 2007 resulted in a Ps. 12.6 billion increase in net foreign exchange gains, from a net loss of Ps. 8.1 billion in the first three months of 2007 to a net gain of Ps. 4.5 billion in the first three months of 2008.

- In the first three months of 2007, PEMEX's average monetary liabilities exceeded its average monetary assets, resulting in a net gain in monetary position of Ps. 3.0 billion. Beginning with the first quarter of 2008, as a result of the changes introduced by the adoption of Mexican FRS B-10 "Effects of Inflation", which superseded Bulletin B-10, PEMEX no longer recognizes the effects of inflation in its financial statements during periods when inflation is below certain thresholds. As a result, PEMEX did not recognize any gain or loss in monetary position in the first three months of 2008.

- Net interest expense decreased by Ps. 70.7 million in the first three months of 2008 as compared to the first three months of 2007.

Taxes and Duties

Hydrocarbon extraction duties and other duties and taxes increased by 46.4%, from Ps. 137.8 billion in the first three months of 2007 to Ps. 201.6 billion in the first three months of 2008, largely due to the increases in total sales and other revenues. Taxes and duties represented 62.8% of total sales in the first three months of 2008, as compared to 56.8% in the first three months of 2007, because PEMEX's effective rate of taxes and duties rises as oil prices increase.

Net (Loss)/Income

In the first three months of 2008, PEMEX reported net income of Ps. 3.3 billion on Ps. 321.5 billion in total revenues, as compared with a net loss of Ps. 10.4 billion on Ps. 242.8 billion in total revenues in the first three months of 2007. The increase in net income from the first three months of 2007 to the first three months of 2008 resulted primarily from (i) a Ps. 36.6 billion increase in operating profit due to general price increases in crude oil, natural gas and petroleum products, (ii) a Ps. 30.6 billion increase in other net revenues caused primarily by the increase in the amount of the IEPS Tax credit, and (iii) a Ps. 9.6 billion improvement in comprehensive financing result primarily due to foreign exchange gains, which more than offset a Ps. 63.9 billion increase in taxes and duties, in each case as compared to the first three months of 2007.

Liquidity and Capital Resources

For a description of PEMEX's commitments for capital expenditures and sources of funding, see "Item 5—Operating and Financial Review and Prospects—Liquidity and Capital Resources" in the Form 20-F.

Business Overview

Set forth below is selected summary operating data relating to PEMEX.

	Three months ended March 31,	
	2007	**2008**
Operating Highlights		
Production		
Crude oil (tbpd)	3,158	2,911
Natural gas (mmcfpd)	5,816	6,586
Petroleum products (tbpd)	1,585	1,497
Petrochemicals[1] (mt)	2,954	3,043
Monthly average crude oil exports (tbpd)		
Olmeca	225	141
Isthmus	27	37
Maya[2]	1,459	1,321
Total	1,710	1,499
Value of crude oil exports (value in millions of U.S. dollars)	7,368	11,337
Monthly average PEMEX crude oil export prices per barrel[3]		
Olmeca	U.S.$ 57.68	U.S.$ 98.10
Isthmus	52.26	96.57
Maya	46.24	81.21
Weighted average price[4]	47.74	83.13
Monthly average West Texas Intermediate crude oil average price per barrel[5]	U.S.$ 58.05	U.S.$ 97.86

Notes: Numbers may not total due to rounding.
tbpd = thousands of barrels per day; mmcfpd = millions of cubic feet per day; mtpy = thousands of tons per year

(1) Excludes ethane and butane gases.
(2) Subject to adjustment to reflect the percentage of water in each shipment.
(3) Average price during period indicated based on billed amounts.
(4) On July 16, 2008, the weighted average price of PEMEX's crude oil export mix was U.S. $125.41 per barrel.
(5) On July 16, 2008, the West Texas Intermediate crude oil spot price was U.S. $134.5 per barrel.

Source: PEMEX.

Refining

Pricing Decrees

On July 1, 2008, a decree was published in the *Diario Oficial de la Federación* (Official Gazette of the Federation) establishing the maximum LPG price for end-user sales during July 2008. See "—Risk Factors Related to the Relationship between PEMEX and the Mexican Government—The Mexican Government has imposed price controls in the domestic market on PEMEX's products" above.

Employees

On July 8, 2008, Petróleos Mexicanos and the *Sindicato de Trabajadores Petroleros de la República Mexicana* (Petroleum Workers' Union, or the Union) established a commission, which is scheduled to become effective on August 1, 2008, in order to review salaries of the employees of PEMEX.

United Mexican States

The following information regarding Mexico should be read in conjunction with “Item 4—Information on the Company—United Mexican States” in the Form 20-F.

ANNEX B

GENERAL INFORMATION

1. The Notes have been accepted for clearance and settlement in DTC's book-entry settlement system. The Notes have been accepted for clearance through Clearstream, Luxembourg and Euroclear. The appropriate CUSIP, Common Code(s) and International Securities Identification Number(s), as applicable, with respect to each issue of Notes will be set forth in the Final Terms relating thereto. All payments of principal and interest with respect to DTC Global Notes denominated in a currency other than U.S. dollars and registered in the name of DTC's nominee, will be converted to U.S. dollars unless the relevant participants in DTC elect to receive such payment of principal or interest in that other currency.

2. So long as the Notes are listed under the program on the Official List of the Luxembourg Stock Exchange and traded on the Euro MTF, they will be freely transferable and negotiable in accordance with the rules of the Luxembourg Stock Exchange, subject, however, to the limitations set forth under "Notice to Investors," "Limitations on the Issuance of Bearer Notes" and "Offering and Sale."

3. On July 18, 2008, the Issuer authorized the issue of up to U.S. $60,000,000,000 of Notes. The Guarantor obtained the authorization of its board of directors on March 28, 2008, and of the Ministry of Finance and Public Credit on July 15, 2008, to guaranty up to U.S. $60,000,000,000 of Notes and has obtained all necessary consents, approvals and authorizations in Mexico in connection with the issue of, and performance of its rights and obligations under, the Notes, including the registration of the Indenture and the forms of Notes and the Guaranties attached to the Indenture; *provided* that in connection with each issue of Notes under the program, the Guarantor will obtain the authorization of the Ministry of Finance and Public Credit of the terms of such issue and will register the Notes, Guaranties and other necessary documentation with the Ministry of Finance and Public Credit. The Guarantor is obliged and has undertaken to register the Notes with the Special Section of the Registry. The board of directors of each of Pemex-Refining, Pemex-Gas and Basic Petrochemicals and Pemex-Exploration and Production authorized the signing of the Subsidiary Guaranty Agreement on June 19, 1996 and June 25, 1996.

4. Except as disclosed herein, there has been no material adverse change in the financial position of the Issuer, the Guarantor or the Subsidiary Guarantors since the date of the latest audited financial statements incorporated by reference herein.

5. None of the Issuer, the Guarantor or any of the Subsidiary 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 Notes. None of the Issuer, the Guarantor or any of the Subsidiary Guarantors are aware of any such litigation or arbitration proceedings pending or threatened.

6. The Guarantor and the Subsidiary Guarantors are decentralized public entities of the Mexican Government. None of the directors and executive officers of the Guarantor and the Subsidiary Guarantors are residents of the United States, and all or a substantial portion of the assets of the Guarantor and the Subsidiary Guarantors and such persons are located outside the United States. It may not be possible for investors to effect service of process within the United States upon the Guarantor and the Subsidiary Guarantors or such persons or to enforce against any of them, in United States courts, judgments obtained in United States courts predicated upon the civil liability provisions of the federal securities laws of the United States.

7. Copies of the latest annual report and consolidated accounts of PEMEX, including the Issuer and each of the Subsidiary Guarantors (which are consolidated with those of PEMEX) and copies of the Trust Agreement, as amended, establishing the Issuer may be obtained, and copies of the Organic Law of Petróleos Mexicanos and Subsidiary Entities (constituting the Guarantor and its Subsidiary Entities) and of the Indenture, incorporating the form of Notes and the Guaranties, and the Subsidiary Guaranty Agreement will be available, free of charge during usual business hours on any day (except Saturday and Sunday and legal holidays) at the specified offices of each of the Paying Agents, so long as any of the

Notes are outstanding. Neither the Issuer nor any of the Subsidiary Guarantors publish their own financial statements and none of them plans to publish interim or annual financial statements. The Guarantor publishes condensed consolidated financial statements in Spanish on a regular basis, and summaries of these consolidated interim financial statements in English are available, free of charge, at the office of the Paying and Transfer Agent in Luxembourg. The summary for the three months ended March 31, 2008 is incorporated by reference herein.

8. The principal offices of PricewaterhouseCoopers, S.C., independent registered public accounting firm and auditors of PEMEX for fiscal years ended December 31, 2003, 2004, 2005 and 2006 are located at Mariano Escobedo 573, Col. Rincón del Bosque, 11580 Mexico, D.F.

9. The principal offices of KPMG Cárdenas Dosal, S.C., an independent registered public accounting firm and auditors of PEMEX for the fiscal year ended December 31, 2007 are located at Blvd. Manuel A. Camacho 176, First Floor, Col. Reforma Social, Mexico, D.F. 11650.

10. The Mexican Government is not legally or otherwise liable for obligations incurred by the Issuer or PEMEX.

11. Under Mexican law, all domestic hydrocarbon reserves are permanently and inalienably vested in Mexico and Mexico can exploit such hydrocarbon reserves only through the Guarantor and the Subsidiary Guarantors.

12. Article 27 of the Constitution, Articles 1, 2, 3 and 4 (and related Articles) of the Regulatory Law, Articles 15, 16 and 19 of the Regulations to the Regulatory Law, Articles 6 and 13 (and other related Articles) of the General Law on National Patrimony, Articles 1, 2, 3 and 4 (and other related Articles) of the Organic Law of Petróleos Mexicanos and Subsidiary Entities and Article 4 of the Federal Code of Civil Procedure of Mexico, set forth, *inter alia,* that (i) attachment prior to judgment, attachment in aid of execution and execution of a final judgment may not be ordered by Mexican courts against property of the Guarantor or any Subsidiary Guarantor; (ii) all domestic petroleum and hydrocarbon resources (whether solid, liquid, gas or intermediate form) are permanently and inalienably vested in Mexico (and, to that extent, subject to immunity); (iii) (a) the exploration, exploitation, refining, transportation, storage, distribution and first-hand sale of crude oil, (b) the exploration, exploitation, production and first-hand sale of natural gas, as well as the transportation and storage inextricably linked with such exploitation and production, and (c) the production, transportation, storage, distribution and first-hand sale of the derivatives of petroleum (including petroleum products) and of gas used as basic industrial raw materials and that constitute "Basic Petrochemicals" (the "Petroleum Industry"), are reserved exclusively to Mexico (and, to that extent, assets related thereto are entitled to immunity); and (iv) the public entities created and appointed by the Federal Congress of Mexico to conduct, control, develop and operate the Petroleum Industry of Mexico are the Guarantor and the Subsidiary Guarantors (and, therefore, they are entitled to immunity in respect of such exclusive rights and powers). Except for the rights of immunity granted to the Guarantor and the Subsidiary Guarantors by the above mentioned provisions, neither the Guarantor nor the Subsidiary Guarantors nor their respective properties or assets has any immunity in Mexico from jurisdiction of any court or from set-off or any legal process (whether through process or notice, or otherwise).

13. In the event that proceedings are brought in Mexico seeking performance of the obligations of the Guarantor or the Subsidiary Guarantors in Mexico, pursuant to the Monetary Law of Mexico, the Guarantor or any of the Subsidiary Guarantors may discharge its obligations by paying any sum due in a currency other than Mexican currency, in Mexican currency 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 and publishes it in the *Diario Oficial* on the following business day in Mexico.

14. All Bearer Notes and coupons will bear the following legend:

> Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in

Sections 165(j) and 1287(a) of the United States Internal Revenue Code of 1986, as amended.

ANNEX C

FORM OF FINAL TERMS

(to be completed by the Issuer and the Relevant Agent)

Final Terms No. _
To Offering Circular dated [DATE]

Pemex Project Funding Master Trust

U.S. $60,000,000,000
Medium-Term Notes, Series A

[Currency and Amount] [Description of Notes] [due]
Issue price: [ ]

unconditionally guaranteed by
Petróleos Mexicanos

[AGENT NAME(S)]

The date of this Final Terms is [ ].

These Final Terms are issued to give details of a tranche of notes (the "Notes") to be issued by the Pemex Project Funding Master Trust (the "Issuer"), pursuant to a program for the issuance of up to U.S. $60,000,000,000 of Medium-Term Notes, Series A (the "Program"). It is supplementary to, and should be read in conjunction with, the Offering Circular issued in relation to the Program dated July 18, 2008

These Final Terms do not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Notes or the distribution of this Final Terms in any jurisdiction where such action is required.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY STATE SECURITIES LAWS [AND THE NOTES COMPRISE BEARER NOTES THAT ARE SUBJECT TO U.S. TAX LAW REQUIREMENTS]. THE NOTES MAY NOT BE [OFFERED OR SOLD/OFFERED, SOLD OR DELIVERED] WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S")) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. ACCORDINGLY, THE NOTES MAY BE [OFFERED AND SOLD] [OFFERED, SOLD AND DELIVERED] ONLY [(A) TO QUALIFIED INSTITUTIONAL BUYERS (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT); (B)] PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT[; (C) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE); OR (D) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER JURISDICTION]. FOR A DESCRIPTION OF THESE AND CERTAIN FURTHER RESTRICTIONS ON OFFERS AND SALES OF THE NOTES AND DISTRIBUTION OF THIS FINAL TERMS, SEE "OFFERING AND SALE" AND "NOTICE TO INVESTORS" IN THE OFFERING CIRCULAR.

The Notes will contain provisions regarding acceleration and future modifications to their terms that differ from those applicable to certain of the Issuer's and the Guarantor's other outstanding public external indebtedness issued prior to the date hereof. Under these provisions, in certain circumstances, the Issuer and the Guarantor may amend the payment and certain other provisions of an issue of Notes with the consent of the holders of 75% of the aggregate principal amount of such Notes. See "Description of Notes—Modification and Waiver" in the Offering Circular.

[Set out any additions or variations to the selling restrictions].

Description of Notes

The following items under this heading "Description of Notes" are the particular terms which relate to the tranche of the Notes that is the subject of this Final Terms.

[Include whichever of the following apply to the relevant Tranche of Notes]

1.	Series No.	[Number]
2.	Principal Amount:	[Amount]
3.	Issue Price:	[Price]
4.	Issue Date:	[Date]
5.	Form of Notes:	[Registered Notes/Bearer Notes]
6.	Authorized Denomination(s):	[Currency and amount(s)]
7.	Specified Currency:	[Currency of denomination]
8.	Specified Principal Payment Currency:	[Currency]
9.	Specified Interest Payment Currency:	[Currency]
10.	Stated Maturity Date (Fixed Interest Rate and Zero Coupon):	[Dates]
11.	Stated Maturity Month (Variable Interest Rate):	[Month and year]
12.	Interest Basis:	[Fixed Rate Note/Floating Rate Note/Zero Coupon Note]
13.	Interest Commencement Date (if different from the Issue Date):	[Date]
14.	Fixed Rate Notes:	
	(a) Interest Rate:	[ ]% per annum
	(b) Interest Payment Date(s):	[Date(s)]
15.	Floating Rate Notes:	
	(a) Interest Rate Basis:	[LIBOR] [Treasury Rate] [Other]

	(b)	Primary Source for LIBOR Quotations:	[Reuters Page LIBOR01]
	(c)	Indexed Maturity:	[Number of months, weeks or days]
	(d)	Interest Reset Dates:	[Dates]
	(e)	Interest Determination Dates:	[Specify if other than as provided in Offering Circular]
	(f)	Interest Payment Dates:	[Dates]
	(g)	Calculation Agent:	[Trustee] [Specify any Other]
16.	Basis of Calculation of Floating Interest Rate where Offering Circular provisions do not apply:		[Give details]
17.	Other Floating Interest Rate Terms:		
	(a)	Minimum Interest Rate:	[ ]% per annum
	(b)	Maximum Interest Rate:	[ ]% per annum
	(c)	Spread:	[+/-[ ]% per annum]
	(d)	Spread Multiplier(s):	[Specify]
	(e)	Variable Rate Day Count Fraction(s) if not actual/360:	[Fraction]
	(f)	Initial Interest Rate:	[ ]% per annum
18.	Discount Notes:		
	(a)	Accrual Yield:	[Yield]
	(b)	Basis:	[Specify if other than as provided in Offering Circular]
19.	Redemption at the option of the Issuer:		Yes/No
	(a)	Amount:	[All or less than all and, if less than all, minimum amounts]
	(b)	Redemption Commencement Date:	[Date(s)]
	(c)	Redemption Price(s) for each Redemption Period:	[Specify]

20.	Repayment at the option of the holders:		Yes/No
	(a)	Deposit Period:	[Specify other maximum and minimum number of days for deposit period]
	(b)	Amount:	[All or less than all and, if less than all, minimum amounts]
	(c)	Date(s):	[Date(s)]
	(d)	Repayment Price:	[Price and other details]
	(e)	Withdrawal of Notes:	[No] [Give details]
21.	Indexed Notes:		[Specify relevant details]
22.	Principal Payment Dates and Amount of each Installment for Amortizing Notes:		[Specify]
23.	Additional provisions relating to the Notes:		[Give details]
24.	Option to Elect Payments in Other than Specified Currency:		Yes/No

Other Relevant Terms

1.	(i) Listing: on the Luxembourg Stock Exchange		Yes/No
	(ii) Trading: on the Euro MTF market		
2.	Syndicated:		Yes/No
3.	If Syndicated:		
	(a)	Lead Agents:	[Name]
	(b)	Stabilizing Agent(s):	[Name]
4.	Commissions and Concessions:		[Specify]
5.	Codes:		
	(a)	Common Code:	[Number]
	(b)	ISIN:	[Number]
	(c)	CUSIP:	[Number] [Restricted Global Note] [Number] [Regulation S Global Note]
	(d)	CINS:	[Number] [Restricted Global Note] [Number] [Regulation S Global Note]
	(e)	Other:	[Specify]

6.	Identity of Agent(s):		[Names]
7.	Provisions for Bearer Notes:		
	(a)	Exchange Date:	[None/Date]
	(b)	Permanent Global Note:	Yes/No
	(c)	Definitive Bearer Notes:	Yes/No
8.	Provisions for Registered Notes:		
	(a)	Rule 144A eligible:	Yes/No
	(b)	Regulation S Global Note deposited with or on behalf of DTC:	Yes/No
	(c)	Restricted Global Note deposited with or on behalf of DTC:	Yes/No
	(d)	Regulation S Global Note deposited with Common Depositary:	Yes/No
9.	Amount of Proceeds and Use of Proceeds (if different from Offering Circular):		[Specify]
10.	Details of any additional Risk Factors:		[ ]
11.	Details of any additional Selling Restrictions:		[Insert the restrictions relating to the Specified Currency of the Notes or the jurisdiction(s) in which Notes are to be offered if not contained in, or if varied from, the Offering Circular.]
12.	[Additional Information]:		[Set out]

[Supplemental Offering Circular Information

The Offering Circular is hereby supplemented with the following information, which shall be deemed to be incorporated in, and to form part of, the Offering Circular.]

[Set out any additional disclosure and, if applicable, an indication as to where it should be inserted into the Offering Circular.]

General Information

The Issuer accepts responsibility for the information it has provided in these Final Terms.

The Notes are being issued under the program of U.S. $60,000,000,000 Medium-Term Notes, Series A of the Issuer. Application has been made to admit the notes of this tranche to listing on the Official List of the Luxembourg Stock Exchange and to trading on the Euro MTF. The date of the commencement of the Medium-Term Notes program pursuant to which these Notes are being offered was July 31, 2000, as

amended on November 14, 2001, December 3, 2002, February 11, 2005, February 23, 2007, October 11, 2007 and July 18, 2008.

OFFICE OF THE MANAGING TRUSTEE OF THE ISSUER

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Corporate Trust
Global Structured Finance Unit
101 Barclay Street, 21W
New York, New York 10286

OFFICE OF THE DELAWARE TRUSTEE OF THE ISSUER

BNY Mellon Trust of Delaware
White Clay Center
Newark, Delaware 19711

HEAD OFFICE OF PETRÓLEOS MEXICANOS AND THE SUBSIDIARY GUARANTORS

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Colonia Huasteca
México, D.F. 11311

TRUSTEE, PRINCIPAL PAYING AGENT AND TRANSFER AGENT

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c/o Deutsche Bank National Trust Company
25 DeForest Avenue
2nd Floor
Summit, NJ 07901

LUXEMBOURG LISTING AGENT

KBL European Private Bankers S.A.
43 Boulevard Royal
L-2955 Luxembourg

PAYING AGENTS AND TRANSFER AGENTS

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Corporate Trust & Agency Services
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London EC2N 2DB

Deutsche Bank Luxembourg S.A.
2 Boulevard Konrad Adenauer
L-2015 Luxembourg

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Col. Rincón del Bosque
México, D.F. 11580

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México, D.F. 11650

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To the Issuer, the Guarantor and the Subsidiary Guarantors as to New York law

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To the Agents and the Trustee as to Mexican law

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To the Issuer as to Delaware law

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To the Guarantor and the Subsidiary Guarantors as to Mexican law

General Counsel
Petróleos Mexicanos
Avenida Marina Nacional No. 329
Colonia Huasteca
México, D.F. 11311

No person has been authorized to give any information or to make any representations other than those contained in this Offering Circular and related Final Terms hereto and, if given or made, such information or representations must not be relied upon as having been authorized. This Offering Circular and any related Final Terms hereto do not constitute an offer to sell or the solicitation of an offer to buy any securities other than the securities to which it relates or any offer to sell or the solicitation of an offer to buy such securities in any circumstances in which such offer or solicitation is unlawful. Neither the delivery of this Offering Circular nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Master Trust, Petróleos Mexicanos or the Subsidiary Entities since the date hereof or that the information contained herein is correct as of any time subsequent to its date.

U.S. $60,000,000,000

Pemex Project Funding Master Trust

Medium-Term Notes, Series A
Due 1 Year or More
from Date of Issue

guaranteed by

Petróleos Mexicanos

(a Decentralized Public Entity of the Federal Government of the United Mexican States)

Citi
Credit Suisse
Goldman, Sachs & Co.
Goldman Sachs International
JPMorgan
Lehman Brothers