

## **Exhibit C-2**

Letter from Goldgroup Resources, Inc. (Gabriela Álvarez Ávila) to the General Directorate of Foreign Investment (*Dirección General de Inversión Extranjera*) and the General Directorate of International Trade Legal Consultancy (*Dirección General de Consultoría Jurídica de Comercio Internacional*) of Mexico's Ministry of Economy (*Secretaría de Economía*), dated November 18, 2022



Paseo de los Tamarindos  
No. 400 A, Piso 31  
Colonia Bosques de las Lomas  
Delegación Cuajimalpa de Morelos  
05120 Ciudad de México  
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November 18, 2022

Dirección General de Inversión Extranjera  
Secretaría de Economía  
Avenida de los Insurgentes Sur 1940, Piso 8  
Col. Florida, Álvaro Obregón  
Ciudad de México, 01030  
Estados Unidos Mexicanos

Dirección General de Consultoría Jurídica de  
Comercio Internacional  
Secretaría de Economía  
Pachuca 189, Col. Condesa  
Cuauhtémoc, Ciudad de México, 06140  
Estados Unidos Mexicanos

**Subject: Notice of Intent to Submit a Claim to Arbitration under Chapter 11 of the North American Free Trade Agreement**

To whom it may concern:

1. Pursuant to Annex 14-C of the United States-Mexico-Canada Agreement (“USMCA”) and Article 1119 of the North American Free Trade Agreement (“NAFTA”), Goldgroup Resources, Inc. (“GG Resources”)<sup>1</sup> hereby serves the United Mexican States (“Mexico” or the “State”) with this notice of intent to submit on its own behalf a claim to arbitration under Chapter 11 of the NAFTA (the “Notice”).

**I. THE INVESTOR**

2. This Notice is submitted by GG Resources, a company incorporated under the laws of British Columbia, Canada. GG Resources qualifies as a protected investor under Article 1139 of NAFTA.

3. The business address of GG Resources is:

Suite 1201, 1166 Alberni Street  
Vancouver, BC  
V6E 3Z3 Canada  
Tel: 1.604.682.1943  
Fax: 1.604.682.5596

4. GG Resources is represented in this matter by DLA Piper LLP (US), as specified in the power of attorney attached hereto (Exhibits “2” and “3”). All communications and notifications in relation to this matter must be sent to the following persons at the following address or by email as indicated below:

Gabriela Álvarez Ávila  
Kate Brown de Vejar

<sup>1</sup> GOLDGROUP HOLDINGS CORP. changed its name to GOLDGROUP RESOURCES INC. on April 11, 2012 (Exhibit “1”).



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## II. BACKGROUND OF THE DISPUTE

### A. GG Resources' Investment.

5. GG Resources is a company incorporated under the laws of Canada (Exhibit "4") and a subsidiary of Goldgroup Mining Inc. ("GG Mining"), a publicly traded company also incorporated under the laws of Canada. Both companies are engaged in developing, exploring and exploiting gold resources, with an important project portfolio in Mexico. The objective of GG Resources is to explore, develop and expand mining projects. As a result of its activity in Mexico, GG Resources has invested more than US\$18.6 million.
6. For the purposes of this Notice, GG Resources' investment in Mexico arises from the execution in 2006 of a share purchase option agreement entered into between GG Resources, Dyna Resources Inc. ("Dyna Inc") and DynaResource de Mexico, S.A. de C.V. ("Dyna Mex" or "the Company"), to purchase the shares of Dyna Mex. Pursuant to this agreement, in March 2011, GG Resources acquired 50% of the shares of Dyna Mex in exchange for US\$18 million (the "Acquisition").
7. GG Resources' interest in investing in Dyna Mex derived from the fact that Dyna Mex owns 100% of the San José de Gracia Project, located in Sinaloa, Mexico (the "Project"). The Project comprises 33 mining concessions covering approximately 9,920 hectares.
8. As a result of the Acquisition, GG Resources acquired, among other things, the following rights:
  - The right to be recognized as 50% owner of Dyna Mex and to maintain that participation in the Company;
  - The right to appoint two members of Dyna Mex's board of directors (composed of five members) and to agree with Dyna Inc. on the fifth member to be appointed; and,
  - The right to appoint two of the three members that make up the management committee of Dyna Mex.
9. To date, GG Resources has not only been deprived of these rights, but has been completely stripped of its investment in Dyna Mex and of its rights to obtain profits from



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the operation of the Project. As explained below, the Mexican courts have denied justice to GG Resources in a manner that amounts to an expropriation of GG Resources' shares in Dyna Mex.

**B. Shareholders' Disagreements Arose After the Acquisition of 50% of the Shareholding in Dyna Mex.**

10. After the Acquisition, disagreements arose between the shareholders of Dyna Mex regarding GG Resources' involvement in decision-making processes at the Company. The first disagreement relates to the manner in which GG Mining, the Canadian parent company of GG Resources, disclosed to the public its indirect participation in the Project. This situation led to Dyna Mex commencing two lawsuits: one against GG Mining in Mazatlán, and a second against GG Mining and GG Resources in Mexico City.
11. The other disagreements between the Company's shareholders are related to the holding of two shareholders' meetings that resulted in the initiation of two lawsuits by GG Resources in Mazatlán.
12. In March 2012, Dyna Mex filed a lawsuit against GG Mining under file number 289/2012 (*"Juicio de Jactancia"*) before the First Court of First Instance of the Civil Branch of the Judicial District of Mazatlán, Sinaloa ("First Judge in Mazatlán" or "Judge 1"). As mentioned below, this is the same Judge 1 currently hearing another lawsuit brought by GG Resources.
13. In the *Juicio de Jactancia*, Dyna Mex claimed that GG Mining failed to comply with a purported obligation in a *"Memorandum of Understanding"* dated 29 July 2008 (the "MOU"), entered into between GG Resources, Dyna Mex and Dyna Inc. The purported obligation was that *"any reference to the San José Gracia Project ("SJG") must necessarily mention the Company as the owner of 100% of the mining project concessions."*<sup>2</sup> According to Dyna Mex, GG Mining allegedly breached that obligation "by publishing on its website that it owned the Project" and by virtue of a separate publication in a magazine that referred to GG Mining's shareholding in the Project.
14. The MOU did not establish such an obligation. The MOU was merely a corporate document that primarily regulated the operation of Dyna Mex's management committee. Specifically, Article 3 of the MOU, which Dyna Mex alleged was breached, regulates how the information of Dyna Mex must be distributed by the board of directors. Article 3 makes no reference whatsoever to shareholder obligations. The judgment issued in the proceeding was on its face outrageous, finding that GG Resources had failed to comply with an obligation that did not exist.

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<sup>2</sup> Judgment in the *Juicio de Jactancia* dated August 22, 2013, issued by the First Judge in Mazatlán.



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15. Relevantly, and as described below, the resolution of the *Juicio de Jactancia* was later used in the proceedings commenced by Dyna Mex against GG Mining and GG Resources in Mexico City.
16. In parallel to the progress of the *Juicio de Jactancia*, on March 15, 2013, the shareholders of Dyna Mex held an ordinary general meeting in which GG Resources proposed that the individual powers of attorney of Mr. Koy Wilber Diepholz, controlling shareholder of Dyna Inc., be revoked and that joint powers of attorney instead be granted to Mr. Wilber and Dustin VanDoorselaere, GG Resources' official. The proposal was logical given that the composition of the board should reflect a joint administration. However, the proposal was rejected by Dyna Inc., and thus not approved by the shareholders.
17. Subsequently, and without GG Resources being properly convened, at a shareholders' meeting on May 17, 2013, Dyna Inc., the only attendee at the meeting, capitalized an alleged debt of Dyna Mex with Dyna Inc. through the issuance of 300 Series "B" shares in favor of Dyna Inc. As a result, Dyna Inc. diluted GG Resources' shareholding in Dyna Mex from 50% to 20%. The foregoing transpired without the knowledge or consent of GG Resources.

### III. FACTUAL BASIS FOR THE CLAIM

18. The factual basis for this Notice derives from: (i) two proceedings that GG Resources was forced to initiate in Mazatlán, Sinaloa, to protect its investment in Dyna Mex; (ii) a proceeding brought by Dyna Mex against GG Resources through which GG Resources was ordered to pay Dyna Mex approximately US\$48 million; and (iii) the collusion of various authorities of the Mexican judiciary, which resulted in fundamental violations of principles of justice and due process to the detriment of GG Resources, which not only suffered the judicial expropriation of its investment and legitimate expected profits, but has also sought unsuccessfully for more than 9 years to defend its rights in Mexican courts.
19. In light of the foregoing, GG Resources has no choice but to exercise its rights under NAFTA and seek redress before an international arbitral tribunal.

#### A. Opposition Lawsuit Regarding the Outcome of Dyna Mex Shareholders' Meeting Dated March 15, 2013.

20. In the first proceeding, GG Resources was forced to initiate an opposition lawsuit against Dyna US and Koy Wilber Diepholz, regarding the outcome of Dyna Mex's general shareholders' meeting of March 15, 2013, which was filed in April 2013 under file number 254/2013 ("Opposition Lawsuit") before the First Judge in Mazatlán, same Judge 1 who heard the *Juicio de Jactancia*.

21. GG Resources' objective in bringing the Opposition Lawsuit was for Judge 1 to declare as approved the shareholders' meeting resolution that revoked the individual powers of Koy Wilber Diepholz and granted joint powers to Mr. Wilber and Dustin VanDoorselaere.
22. To prove its standing as a shareholder of Dyna Mex, and as required by Mexican law, GG Resources exhibited and deposited in the Court share certificate nos. B2, B3 and B4, which corresponded to 50% of the shareholding in Dyna Mex. The share certificates were required to remain in the Court of Mazatlán throughout the duration of the proceeding as proof of GG Resources' standing.
23. In accordance with Mexican law, Judge 1 was responsible for safeguarding any securities submitted to the Court, and the Secretary was responsible for keeping "*the titles and securities, informing the Judge of it and leaving a certified record in the file.*"<sup>3</sup> As described further below, Judge 1 and the Secretary failed to comply with these obligations. Such failure caused irreparable harm to GG Resources and resulted in the illegal expropriation of GG Resources' shares, in breach of Mexico's obligations under NAFTA.
24. In addition, the Opposition Lawsuit has been subjected to excessive delays. Since December 9, 2015, the evidence was presented, and a corresponding hearing was held. In that hearing, Dyna Inc. and Mr. Wilber were declared *confesos* to the positions formulated by GG Resources (*i.e.*, they were legally presumed to have accepted the positions formulated by GG Resources).

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**INTERNAL REGULATION FOR THE COURTS OF FIRST INSTANCE OF THE STATE OF SINALOA.**

**Article 7. General Enforcement Administrative Policies**

In the Courts of First Instance, the following are administrative policies of general observance for all judicial servants:

III. Custody and take care of the documentation and information that, by reason of his position or commission, they keep under their protection or to which they have access, preventing or avoiding the use, theft, destruction, concealment or improper use of it;

**CHAPTER IV PERSONNEL AND THEIR RESPONSIBILITIES**

**Article 20. Of the Judge [...] They will ensure that the applicable regulations contained in the General Constitution of the Republic, the Political Constitution of the State, the Organic Law, the other secondary laws, **this Regulation**, the official letters and circulars of the Supreme Court, being able to dictate the administrative measures that are deemed pertinent and that are not contrary to the regulations already specified.**

*Likewise, he or she will be responsible for the proper handling and management of the Court, for the information technology and statistics that are generated. He/she will also be responsible for safeguarding the securities that for any reason enter the Court.*

**Of the Secretary or Project Secretary**

**Article 25. Responsibilities The responsibilities of the Secretaries of Agreements are:**

...

V. **Keep under their strict responsibility, the specifications, writings, documents, titles, securities and certificates of deposit, informing the Judge of it and leaving a certified record in the file.**



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25. However, the submission of a piece of evidence—the original minutes of the Dyna Mex's shareholders' meeting dated April 23, 2012—was still pending. Judge 1 should have required the presentation of this document to the secretary of the meeting. But he did not.
26. Despite the foregoing, on September 13, 2016, Judge 1 declared the expiration of the proceedings. On September 28, 2016, GG Resources appealed, and the Court of Appeals revoked Judge 1's decision on October 27, 2016.
27. The proceeding is currently suspended until Judge 1 resolves certain appeals filed by GG Resources. Even 9 years after the commencement of the proceeding, the Court of First Instance has failed to issue a judgment, frustrating any attempt by GG Resources to obtain justice, and in breach of Mexico's obligations under NAFTA.

**B. Annulment Proceeding.**

28. In February 2014, GG Resources initiated an annulment proceeding before the Tenth District Court in the State of Sinaloa, under file number 8/2014 (the "Annulment Proceeding"). The purpose of the Annulment Proceeding was to obtain the nullity of the Dyna Mex's extraordinary shareholders' meeting, improperly held on May 17, 2013, and by means of which Dyna Inc. illegally diluted the shareholding of GG Resources from 50% to 20%.
29. While only Dyna Inc. has been summoned in the Annulment Proceeding, the notification to Mr. Wilber is still pending. Although a notification in the United States had been achieved in 2015 for Mr. Wilber, in 2016 the judge arbitrarily decided that the summons was "illegal," for it had not complied with the formalities set forth in the Mexican Commercial Code—legislation that does not apply to an American judge. Since then, multiple attempts to summon Mr. Wilber have been made without any successful result to date.
30. It is willful neglect of duty from the Mexican Judiciary that 8 years after the lawsuit began, such notification to Mr. Wilber has not yet been made and the proceedings were totally stalled as a result.
31. This delay caused irreparable damage to GG Resources, since it precluded GG Resources from obtaining access to justice and the protection of its 50% shareholding in Dyna Mex. For more than 8 years, GG Resources has been deprived of its rights as an investor in Dyna Mex, including its expected profits. The foregoing constitutes a violation of Mexico's obligation under NAFTA.



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### C. The US\$48 Million Lawsuit.

32. The third proceeding on which GG Resources' claims are based is related to the lawsuit brought by Dyna Mex against GG Resources and GG Mining in December 2014, filed before the Thirty-sixth Civil Judge of the Superior Court of Justice of the Federal District ("Judge 36") under file 1120/2014 (the "US\$48 million lawsuit"). This proceeding began shortly after GG Resources initiated the Annulment Proceeding in Mazatlán against the dilution of its shareholding in Dyna Mex, carried out illegally by Dyna Inc.
33. The lawsuit before Judge 36 began with a spurious claim based on a non-existent obligation purportedly prohibiting GG Resources from claiming to be the owner of the Project—a similar argument to the one raised in the *Juicio de Jactancia* against GG Mining before the First Judge in Mazatlán, and which resulted in a judgment against GG Resources for the extravagant amount of US\$48 million.
34. Judge 36, who—as explained below—committed fundamental procedural violations to the detriment of GG Resources, was removed from his duties as a result of various complaints and proceedings against him that led the Mexican judiciary to deem him unfit to perform judicial functions. However, before he was removed, his actions effectively stripped GG Resources of its investment and expected profits.
35. To begin with, GG Resources and GG Mining were incorrectly served at an address in Mexico City, which did not correspond to their corporate addresses in Canada. This in itself constitutes the first violation of due process and of the right of access to justice.
36. To fully understand the scope of the State's violations, it is worth highlighting that, every time Judge 36 found it difficult to establish which alleged obligations had been breached by GG Mining and which alleged obligations had been breached by GG Resources, he simply referred to both companies as "GOLDGROUP", so that he would not have to distinguish between the two companies. Indeed, after considering the evidence submitted by Dyna Mex, Judge 36 inferred that GG Resources "*has the same directors as Goldgroup Mining Inc., that said legal [person] and Goldgroup Mining Inc. are subsidiaries of each other, and that GOLDGROUP RESOURCES INC. and GOLDGROUP MINING INC. act as one company.*"<sup>4</sup>
37. Upon learning of the lawsuit, GG Mining appeared in court to assert its rights and requested that the actions in the proceeding be declared null and void due to defects in the notification. Judge 36 issued an interim judgment declaring the request inadmissible.
38. GG Mining appealed the interim judgment, and on September 11, 2015, the Court of Appeals ruled that it was appropriate to reestablish the proceeding by duly notifying GG

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<sup>4</sup> Judgment in the US\$48 million lawsuit dated 5 October 2015, issued by Judge 36.

- Mining and to declare the prior notification ineffective, thus revoking the interim judgment issued by Judge 36.
39. The judgment of the Court of Appeals ordering the reinstatement of the proceeding was notified to Judge 36 on September 19, 2015. On September 30, 2015, Dyna Mex (no doubt in light of the outcome of the appellate decision) withdrew its claims against GG Mining. On October 5, 2015, Judge 36 added both the Court of Appeals judgment and Dyna Mex's withdrawal to the docket.
40. In addition, contrary to the order of the Court of Appeals (superior in hierarchy), Judge 36 did not reinstate the proceeding, and instead accepted the withdrawal presented by Dyna Mex in respect of GG Mining, without the latter's consent or knowledge; thus violating what is expressly established by Mexican law.
41. Judge 36 not only failed to comply with the order of the Court of Appeals, but also failed to consider the evidence provided by GG Mining regarding the lack of notification. According to Judge 36 *"all actions carried out by Goldgroup Mining Inc., shall not be taken into account for the issuance of this ruling."*<sup>5</sup>
42. In short, on October 5, 2015, Judge 36: (i) agreed to the receipt of the judgment of the Court of Appeals; (ii) agreed to the withdrawal of the claims by Dyna Mex without the consent of GG Mining (which Judge 36 had considered as part of the same company with GG Resources) and without giving GG Mining an opportunity to see the file; and (iii) issued a judgment ordering GG Resources to pay US\$48 million, resulting in multiple violations, among which the following stand out:
- GG Resources was never properly notified, this being the same fact alleged by GG Mining on appeal, and by virtue of which the Court of Appeals had ordered to reinstate the proceeding;
  - Judge 36 failed to comply with the order of the Court of Appeals to reinstate the proceeding for purposes of the proper notification process; and,
  - Arbitrary lack of consideration by Judge 36 of the evidence provided in relation to the lack of summons to trial.
43. To condemn GG Resources to pay US\$48 million in favor of Dyna Mex, Judge 36 based his decision on, among other things, the *Juicio de Jactancia* against GG Mining, in which the First Judge in Mazatlán considered that GG Mining (and thus GG Resources) had breached an alleged obligation under the MOU. GG Resources will provide further details

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<sup>5</sup> Judgment in the US\$48 million lawsuit dated 5 October 2015, issued by Judge 36.

- of the fundamental procedural violations that led to a \$48 million judgment against it, should it be forced to take its claim to arbitration.
44. Moreover, in a totally arbitrary manner and without GG Resources' knowledge, Judge 36, in collusion with the First Judge in Mazatlán, carried out certain actions that resulted in the expropriation of GG Resources' shares, deposited in the Court of Mazatlán during the Opposition Lawsuit (254/2013), as noted above.
  45. On October 17, 2016, Judge 36 sent the First Judge in Mazatlán a warrant asking him to extract the share certificates from the Mazatlán judicial file (254/2013) and to deliver them in deposit to the representative of Dyna Mex. The First Judge in Mazatlán did not notify GG Resources of the receipt of the warrant, nor did he incorporate the warrant into the record of the Opposition Lawsuit (254/2013), leaving GG Resources defenseless.
  46. Contrary to provisions of Mexican law, under which the First Judge in Mazatlán was obligated to safeguard the share certificates, the First Judge in Mazatlán sent the share certificates to Judge 36. Judge 36 delivered the certificates in deposit to Dyna Mex's representative. In February 2020, three years later, again without GG Resources' knowledge, Judge 36 executed the US\$48 million judgment against GG Resources' shares for a value of one Mexican pesos.
  47. On February 6, 2020, GG Resources' representative requested a copy of the record of the Opposition Lawsuit (254/2013). In reviewing the file, he noticed that the share certificates had disappeared from the docket. Thereafter, on February 12, 2020, he requested information from the First Judge in Mazatlán on the whereabouts of the certificates. It was not until September 3, 2020 (seven months later) that the First Judge in Mazatlán stated that *"after the search for said documents in the First and Second Secretaries and Archives of this Court, as well as before the Office of Common Parties in Civil and Family Matters of this Judicial District, the non-existence of said original share certificates is confirmed. Consequently... the interim replacement proceeding is opened only in relation (sic) to the aforementioned share certificates."*<sup>6</sup>
  48. Immediately after, GG Resources submitted a request to cancel and replace its share certificates for new ones. The First Judge in Mazatlán finally issued an interim judgment on April 30, 2021, informing GG Resources that *"through a new search carried out in the archives of this court, it was possible to locate the antecedent of warrant number 10/2017 through which the Conciliatory Secretariat of the Thirty-sixth Civil Court of Mexico City, ordered (sic) this Court... to put at the disposal of the judicial depository... the share certificates seized in the proceeding dated October 5, 2016... it was ordered to remove the share certificates from this file... and they were sent by official letter 250/2017... which will contain (sic) the content of the official letters numbers 250/2017 and 253/2017, which*

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<sup>6</sup> Order of September 3, 2020 issued by the First Judge in Mazatlan in the Opposition Lawsuit.

*are added to these orders so that they produce its corresponding legal effects, from all of the foregoing it is deduced that this interim replacement proceeding was initiated by the mistaken belief that the share certificates in question were lost, which is not the case, since they were sent to the aforementioned exhorting Court by the reasons noted in previous lines, therefore this incident is declared without subject matter.”<sup>7</sup>*

49. In other words, more than a year after the request to replace the share certificates of GG Resources, finally the First Judge in Mazatlán had no other option than to reveal his collusion with Judge 36 to confiscate the shares of GG Resources. GG Resources has filed several appeals against the actions of the First Judge in Mazatlán since that date, but as of today there has been no decision from the Mexican judiciary correcting these serious violations of GG Resources’ fundamental rights.
50. The result of the acts of the Mexican judiciary is that Dyna Inc., in its 2020 and 2021 Annual Reports, published that it “[r]ecovered all the shares of Goldgroup Resources.”<sup>8</sup>
51. Against the US\$48 million judgment, GG Resources filed an *amparo* lawsuit, and a corresponding revision appeal. In both cases, inadmissibility was decided based on unjustified arguments, which will be explained in detail at the appropriate procedural time.
52. The foregoing is simply a brief summary of the violations suffered by GG Resources throughout 9 years of litigation in Mexican courts. GG Resources has resorted to multiple judicial proceedings (including ordinary appeals and *amparos*), in order to remedy its situation and in search of a fair and expeditious administration of justice. However, the result has always been the same: serious breaches of due process and illegal actions by the Mexican judiciary in clear violation of the minimum standard of treatment to which the State is obliged. GG Resources has even been a victim of collusion between judicial authorities that resulted in the expropriation of its investment.
53. In conclusion, the conduct of the Mexican judiciary in this case is the perfect example of a violation of the most fundamental guarantees afforded to investors, which is why GG

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<sup>7</sup> Interim Judgment of April 30, 2021 issued by the First Judge in Mazatlán in the Opposition Lawsuit.

<sup>8</sup> 2020: [https://www.sec.gov/Archives/edgar/data/1111741/000165495421003661/dynr\\_10k.htm](https://www.sec.gov/Archives/edgar/data/1111741/000165495421003661/dynr_10k.htm)

2021: [https://www.sec.gov/ix?doc=/Archives/edgar/data/1111741/000165495422003737/dynr\\_10k.htm](https://www.sec.gov/ix?doc=/Archives/edgar/data/1111741/000165495422003737/dynr_10k.htm)

“1. On February 20, 2020, a México City court issued its Final Judgment, effectively foreclosing on all of the remaining shares in DynaMéxico held by Goldgroup Resources Inc. and awarding the shares to DynaMéxico (the “DynaMéxico Foreclosure Judgment”).

2. The DynaMéxico Foreclosure Judgment awarded to DynaMéxico 100% of the Shares of DynaMéxico previously owned by Goldgroup Resources Inc. (a Subsidiary Company in México owned 100% by Goldgroup Mining Inc., Vancouver, BC., “GGA.TO”). Prior to the DynaMéxico Foreclosure Judgment, Goldgroup Resources Inc. owned shares of DynaMéxico constituting 20% of the total outstanding shares of DynaMéxico (the “Goldgroup Shares of DynaMéxico”). The Goldgroup Shares of DynaMéxico were held under Lien by DynaMéxico since October 2016.

3. DynaUSA owns 80% of the outstanding shares of DynaMéxico. The remaining 20% of the outstanding shares of DynaMéxico are held by DynaMéxico as treasury shares.”



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Resources has had no choice but to start the path to obtain compensation before an international tribunal.

#### **IV. NON-COMPLIANCE BY THE MEXICAN STATE WITH ITS OBLIGATIONS UNDER NAFTA**

54. Mexico, derived and through the acts of the judiciary, failed to comply with its obligations under Chapter 11 of NAFTA. As a result of these breaches, GG Resources has incurred significant losses that continue to increase.
55. Mexico's actions violate multiple provisions of NAFTA, including:
  - NAFTA Article 1105(1) (International Law Standards of Treatment) which accords GG Resources' investments treatment in accordance with international law, including fair and equitable treatment; and
  - NAFTA Article 1110 (Expropriation and Compensation) that obliges the State not to nationalize or expropriate, directly or indirectly, the investment of GG Resources, nor to adopt any measure equivalent to the expropriation or nationalization of that investment, unless it is: (i) for a public purpose; (ii) on a non-discriminatory basis; (iii) in accordance with due process of law and Article 1105(1); and (iv) on payment of compensation in accordance with paragraphs 2 through 6 of Article 1110.

#### **V. RELIEF SOUGHT**

56. As a result of Mexico's breaches described above, GG Resources has suffered damage of at least US\$100 million. In the event that this matter is submitted to arbitration, GG Resources will request full compensation for its losses and other damages suffered as a result of Mexico's breaches, plus the costs associated with the various legal proceedings that GG Resources had to initiate to assert its rights, plus interest before and after the issuance of the corresponding award, and all costs and fees associated with the arbitration proceeding, as well as any other compensation for damage that the Arbitral Tribunal may deem appropriate.
57. GG Resources reserves its rights in connection with the facts and events described herein, including the right to complement, correct or modify this Notice, and to submit this dispute to international arbitration for resolution. The content of this Notice does not constitute and cannot be construed as a waiver by GG Resources of any action or right under NAFTA, international law, or any domestic law, and GG Resources reserves the right to include additional claims in accordance with the provisions of NAFTA.



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## **VI. REQUEST FOR CONSULTATIONS AND NEGOTIATIONS**

58. This Notice is being served to you in your capacity as Mexico's designated authority pursuant to NAFTA Annex 1137.2, for the purpose of giving notice of the existence of this dispute. GG Resources accepts Mexico's offer to arbitrate contained in NAFTA Article 1122 and requests consultations and negotiations with Mexico as provided in NAFTA Article 1118.
59. GG Resources wishes to resolve this dispute amicably. To this end, GG Resources emphasizes its desire to work toward a mutually acceptable resolution and requests a meeting with you or the appropriate representatives of the Mexican government. We look forward to hearing from you about your availability to participate in these conversations.

Best regards,

[signed]

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Gabriela Álvarez Ávila  
DLA Piper LLP (US)