FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (the "First Supplemental Indenture"), dated as of June 2, 2009, among Petróleos Mexicanos, a decentralized public entity of the Federal Government of the United Mexican States ("Mexico") (herein called the "Issuer"), having its principal office at Avenida Marina Nacional No. 329, Colonia Huasteca, Mexico D.F., 11311, Mexico, Deutsche Bank Trust Company Americas, a New York banking corporation, as trustee (herein called the "Trustee") and Deutsche Bank AG, London Branch (herein called the "International Paying Agent").

WITNESSETH:

WHEREAS, the Issuer and the Trustee previously have entered into an indenture, dated as of January 27, 2009 (the "Original Indenture", and as supplemented by this First Supplemental Indenture and any further supplements thereto, the "Indenture"), providing for the issuance from time to time of unsecured bonds, debentures, notes and other evidences of indebtedness (the "Securities") of the Issuer to be issued in one or more series as provided in the Indenture;

WHEREAS, Section 9.01 of the Indenture provides that, subsequent to the execution of the Original Indenture and subject to satisfaction of certain conditions, the Issuer and the Trustee may enter into one or more indentures supplemental to the Original Indenture to add to, change or eliminate any of the provisions of the Indenture in respect of one or more series of Securities (as defined in the Indenture);

WHEREAS, the Issuer wishes to appoint the International Paying Agent as Paying Agent, and the Trustee wishes to appoint the International Paying Agent as Authenticating Agent, for all the International Global Securities issued under the Indenture that are deposited with or on behalf of a Common Depositary;

WHEREAS, the Issuer has requested that the Trustee execute and deliver this First Supplemental Indenture;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein and in the Indenture and for other good and valuable consideration, the receipt and sufficiency of which are herein acknowledged, the Issuer, the Trustee and the International Paying Agent hereby agree, for the equal and ratable benefit of all Holders, as follows:

ARTICLE ONE

DEFINITIONS

Section 1.01. *Defined Terms.* All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Indenture, as supplemented and amended hereby. All definitions in the Original Indenture shall be read in a manner consistent with the terms of this First Supplemental Indenture.

ARTICLE TWO

APPOINTMENT OF PAYING AGENT AND AUTHENTICATING AGENT

Section 2.01. *Appointment of Paying Agent.* Pursuant to Section 10.02 of the Original Indenture, the Issuer hereby appoints the International Paying Agent as Paying Agent for all International Global Securities issued under the Indenture that are deposited with or on behalf of a Common Depositary, and the International Paying Agent hereby accepts such appointment. The International Paying Agent agrees to perform the duties and obligations of a Paying Agent for the International Global Securities in accordance with, and subject to, the terms and conditions hereof, the Original Indenture and the applicable Securities.

Section 2.02. *Appointment of Authenticating Agent.* Pursuant to Section 6.14 of the Original Indenture, the Trustee hereby appoints the International Paying Agent as Authenticating Agent for all International Global Securities issued under the Indenture that are deposited with or on behalf of a Common Depositary, and the International Paying Agent accepts hereby accepts such appointment. The International Paying Agent agrees to perform the duties and obligations of a Authenticating Agent for the International Global Securities in accordance with, and subject to, the terms and conditions hereof, of the Original Indenture and the applicable Securities.

Section 2.03. *Rights and Powers of the International Paying Agent.* As Paying Agent and Authenticating Agent for International Global Securities, the International Paying Agent shall have all rights, powers and duties applicable to a Paying Agent and an Authenticating Agent under the Indenture.

ARTICLE THREE

DUTIES OF THE INTERNATIONAL PAYING AGENT

Section 3.01. *Duties of the International Paying Agent.* The International Paying Agent agrees that in its capacity as Paying Agent for all International Global Securities issued under the Indenture that are deposited with or on behalf of a Common Depositary, it shall have the following duties with respect to such International Global Securities, in addition to the duties set forth in the Original Indenture and the Securities:

(a) to receive from the Issuer the amounts due under the Securities and make payments in accordance with, and subject to, the terms and conditions hereof, the Original Indenture and the applicable Securities;

(b) to hold all sums received by it as Paying Agent for the payment of the principal of or interest on any Securities (whether such sums have been paid to it by or on behalf of the Issuer or by any other obligor on the Securities) in trust for the benefit of the Holders or of the Trustee;

(c) to give the Trustee notice of any failure by the Issuer (or by any other obligor on the Securities) to make any payment of the principal of or interest on any series of Securities (including Additional Amounts) and any other payments to be made by or on behalf of the Issuer under this Indenture or the Securities when the same shall be due and payable; and

(d) to comply with all other duties that under the Original Indenture are to be performed by a Paying Agent with respect to the Securities.

Section 3.02. *Additional Obligations of the International Paying Agent.* Subject to the provisions of Section 10.03 of the Original Indenture, the International Paying Agent shall (a) comply with the provisions of the Trust Indenture Act applicable to it as a Paying Agent and (b) during the continuance of any default by the Issuer (or any other obligor on the Securities) in the making of any payment in respect of a series of Securities for which it acts as Paying Agent, upon the written request of the Trustee, forthwith pay to the Trustee all sums held in trust by such International Paying Agent for payment in respect of Securities of that series.

Section 3.03. *Compliance with Original Indenture.* The International Paying Agent shall comply with all duties that under the Original Indenture are to be performed by an Authenticating Agent with respect to the Securities for which it acts as an Authenticating Agent.

ARTICLE FOUR

AMENDMENT TO THE ORIGINAL INDENTURE

Section 4.01. *Amendment to Section 6.14 of the Original Indenture.* The first paragraph of Section 6.14 of the Original Indenture shall be amended to read in its entirety as follows:

"The Trustee may appoint an Authenticating Agent or Agents which shall be authorized to act on behalf of the Trustee to authenticate the Securities of one or more series issued upon original issue and upon exchange, registration of transfer or pursuant to Section 3.06, and Securities so authenticated shall be entitled to the benefits of this Indenture and shall be valid and obligatory for all purposes as if authenticated by the Trustee hereunder. Wherever reference is made in this Indenture to the authentication and delivery of Securities by the Trustee or the Trustee's certificate of authentication, such reference shall be deemed to include authentication and delivery on behalf of the Trustee by an Authenticating Agent and a certificate of authentication executed on behalf of the Trustee by an Authenticating Agent. Each Authenticating Agent shall be reasonably acceptable to the Issuer and, other than an Authenticating Agent that acts exclusively as Authenticating Agent of International Global Securities, shall at all times be a corporation organized and doing business under the laws of the United States of America, any State thereof or the District of Columbia, authorized under such laws to act as Authenticating Agent, having a combined capital and surplus of not less than U.S. $50,000,000 and subject to supervision or examination by Federal, State or District of

Columbia authority. If such Authenticating Agent publishes reports of condition at least annually, pursuant to law or to the requirements of said supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such Authenticating Agent shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time an Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section, such Authenticating Agent shall resign immediately in the manner and with the effect specified in this Section."

REGISTRADO

ARTICLE FIVE

COMPENSATION AND INDEMNIFICATION

Section 5.01. *Compensation and Indemnification of the International Paying Agent.* The following provision shall be added to Section 6.07 of the Original Indenture, immediately after subclause (3) and before the last paragraph:

"The Issuer agrees:

(1) to pay to the International Paying Agent the compensation agreed in the Fee Proposal dated May 20, 2009 for all services rendered by it under the Indenture, or as agreed in writing between the Issuer and the International Paying Agent from time to time;

(2) except as otherwise expressly provided in the Indenture, to reimburse the International Paying Agent upon its request for all reasonable and duly documented expenses, disbursements and advances incurred or made by the International Paying Agent in accordance with any provision of the Indenture (including the reasonable and duly documented compensation and the reasonable and duly documented expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to its gross negligence or bad faith; and

(3) to indemnify the International Paying Agent and its directors, officers, agents and employees for, and to hold it harmless against, any and all loss, liability or expense incurred without gross negligence or bad faith on its part, arising out of or in connection with the performance of its duties and powers as Paying Agent and Authenticating Agent under the Indenture, including the reasonable and duly documented costs and expenses of defending itself against or investigating any claim or liability."

ARTICLE SIX

RESIGNATION AND REMOVAL

Section 6.01. *Resignation and Removal of International Paying Agent.* The following provision shall be added to Section 6.10 of the Original Indenture:

"The International Paying Agent shall act as Paying Agent and Authenticating Agent for the International Global Securities until the earliest of (1) the resignation or removal of the Trustee as Trustee under the Original Indenture, (2) the termination and discharge of the Indenture, and (3) the resignation or removal of the International Paying Agent and appointment of a successor Paying Agent and Authenticating Agent pursuant to Sections 10.02 and 6.14 of the Original Indenture."

ARTICLE SEVEN

MISCELLANEOUS

Section 7.01. *Effect of Supplemental Indenture.* This First Supplemental Indenture supplements the Original Indenture and shall be a part, and subject to all the terms, thereof. The Original Indenture, as supplemented and amended by this First Supplemental Indenture, is in all respects ratified and confirmed, and the Original Indenture and this First Supplemental Indenture shall be read, taken and construed as one and the same instrument. All provisions included in this First Supplemental Indenture supersede any conflicting provisions included in the Original Indenture unless not permitted by law. The Trustee accepts the trusts created by the Original Indenture, as supplemented by this First Supplemental Indenture, and agrees to perform the same upon the terms and conditions of the Original Indenture, as supplemented by this First Supplemental Indenture.

Section 7.02. *Governing Law.* This First Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law principles, except that all matters relating to the authorization and execution of this First Supplemental Indenture and the Securities by the Issuer will be governed by the laws of Mexico.

Section 7.03. *Taxes and Stamp Duties.* The Issuer agrees to pay any and all stamp and other documentary taxes or duties which may be payable in connection with the execution, delivery, performance and enforcement of this Supplemental Indenture by the International Paying Agent, except for stamp and other documentary taxes or duties which, pursuant to the terms of the Original Indenture and the relevant Securities, shall be borne by a Holder.

Section 7.04. *Effect of Headings.* The section headings herein are for convenience only and shall not affect the construction of this First Supplemental Indenture.

Section 7.05. *Counterparts.* The parties may sign any number of copies of this First Supplemental Indenture. Each signed copy shall be an original, but all of them shall represent the same agreement.

[SIGNATURE PAGE TO FOLLOW IMMEDIATELY]

IN WITNESS WHEREOF, the parties have caused this First Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

PETRÓLEOS MEXICANOS

By: ______________________

Name: Antonio López Velarde Loera

Title: Deputy Manager of Capital Markets

[Signature page of First Supplemental Indenture dated as of June 2, 2009]

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

By: Wanda Camacho
Name: Wanda Camacho
Title: Vice President

By: Carol Ng
Name: Carol Ng
Title: Vice President

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[Signature page of First Supplemental Indenture dated as of June 2, 2009]

Deutsche Bank AG, London Branch, as International Paying Agent

By: ______________________
Name: K.MARTIN
Title: AVP

By: ______________________
Name: K. BERR
Title: VP