

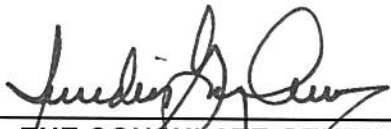
ADDENDUM TO CONTRACTUAL AGREEMENT ON PROFESSIONAL SERVICES BETWEEN THE CONSULATE GENERAL OF MEXICO IN RALEIGH, NORTH CAROLINA, UNITED STATES OF AMERICA, DULY REPRESENTED BY CONSUL GENERAL MARIA DE LOS REMEDIOS GOMEZ ARNAU, HEREINAFTER "THE CONSULATE", AND THE NON GOVERNMENTAL ORGANIZATION COALICION LATINOAMERICANA, HEREINAFTER "THE NGO"

This addendum modifies the contractual agreement for professional services between the aforementioned parties, which was signed on July 18, 2017.

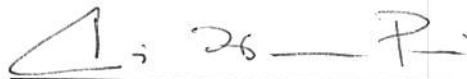
CLAUSES

- a) The parties agree to extend the term of the contract for three months, in the period comprehended between January 1 to March 31, 2018.
- b) The parties agree that the CLAUSES on the contractual agreement for professional services which was signed on July 18, 2017, remain valid and apply to the present Addendum.
- c) Nothing in this Addendum shall be interpreted as waiver of immunity to which the United Mexican States and/or its *CONSULATE GENERAL* in RALEIGH, NORTH CAROLINA, UNITED STATES OF AMERICA, are entitled to under International Law, international treaties between the United Mexican States and the United States of America and/or its domestic laws.

BASED ON ALL OF THE ABOVE, THIS ADDENDUM IS HEREBY LEGALLY AND DULY EXECUTED BY THE UNITED MEXICAN STATES BY ITS CONSULATE GENERAL IN RALEIGH, AND THE NGO, ON DECEMBER 14, 2017, IN RALEIGH, NORTH CAROLINA, UNITED STATES OF AMERICA.



**THE CONSULATE GENERAL
MARIA DE LOS REMEDIOS GOMEZ
ARNAU**



**THE NGO
JOSE HERNANDEZ-PARIS**



**WITNESS
ALICIA PATRICIA PEREZ GALEANA**



**WITNESS
ADRIANA VILLARREAL BUENFIL**



**CONSULADO GENERAL DE MÉXICO
RALEIGH, CAROLINA DEL NORTE
SEAL OF THE
CONSULAR REPRESENTATION**

AGREEMENT ON PROFESSIONAL SERVICES MADE AND ENTERED INTO BY AND BETWEEN THE UNITED MEXICAN STATES BY ITS CONSULATE GENERAL IN RALEIGH, NORTH CAROLINA, UNITED STATES OF AMERICA, DULY REPRESENTED BY MARIA DE LOS REMEDIOS GOMEZ ARNAU, CONSUL GENERAL, HEREINAFTER "THE CONSULATE" AND THE NON GOVERNMENTAL ORGANIZATION COALICION LATINOAMERICANA, HEREINAFTER "THE NGO", PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:

THE CONSULATE DECLARES THAT:

It is a consular representation of the United Mexican States, in terms of article 1, paragraph a), of the Vienna Convention on Consular Relations.

That within its functions, are those of assisting and providing specialized legal advice, and whenever necessary, legal representation to Mexican nationals residing within its jurisdiction.

That its address is in 431 Raleigh View Road, Raleigh, North Carolina 27610, with telephone number (919) 6153662 and e-mail conraleigh@sre.gob.mx.

THE NGO DECLARES:

That Coalicion Latinoamericana is incorporated under the laws of the State of North Carolina since the 19th day of November, 1990, as stated in the document provided in annex I.

That it has recognition by the Department of Justices' Office of Legal Access Programs, and at least one accredited representative to provide immigration legal services.

That it has its legal residence in 4938 Central Avenue, Suite 101, Charlotte, North Carolina, 28205, with telephone number 980-417-4659 and e-mail Jhparis@latinoamericancoalition.org.

That José Hernández-Paris is authorized to enter and execute contracts in the name and representation of THE NGO.

That agrees to execute this Agreement to render its professional services providing immigration screenings to Mexican nationals.

CLAUSES

FIRST: THE NGO will render its professional services under this contract in providing immigration screenings in Spanish to Mexican nationals. The professional will conduct a comprehensive evaluation about every case, a biographical review, will research the law, and then provide an analysis about the case.

The said immigration screenings will include a written opinion document with the results of the interview to the Mexican national that specify whether or not an immigration option was identified.

SECOND: THE NGO formally commits to rendering its services under this contract exclusively for the purposes and activities defined in the FIRST clause.

Services shall be rendered in the main place of business of the THE NGO, THE CONSULATE or in a mutually agreed venue.

No services shall be rendered in venues where political activism is routinely carried out. No political activity of any kind, including but not limited to: voter registration, party affiliation or campaign advertising shall be promoted in the vicinity of such venue.

Any political speech or activity of any kind performed or promoted by THE NGO while providing the services defined herewith or providing services in a venue not previously agreed with THE CONSULATE will be considered a material breach of this agreement and cause for immediate termination without liability.

Termination under this clause will be notified by THE CONSULATE to THE NGO within 5 days of learning of the breach. Once notified THE NGO will proceed as stated in the TWENTY-THIRD clause.

THIRD: THE NGO formally commits to acquire malpractice insurance coverage, and to provide a copy of said coverage to THE CONSULATE, to ensure performance of its duties.

When services are rendered in venues outside their main place of business THE NGO agrees to maintain liability insurance to cover for all personal loss and injuries that may occur during or as a direct result of its services. THE NGO agrees to hold harmless and indemnify THE CONSULATE of any action in law or equity arising out of such occurrences.

FOURTH: THE NGO formally commits to provide in no more than ten (10) calendar days after the expiration date of its malpractice insurance, a copy of its coverage renewal, given that the expiration date occurs within the period established in clause THIRTY-THIRD (duration of the agreement).

FIFTH: THE NGO formally commits to inform THE CONSULATE whenever there is a disciplinary hearing pending against it.

SIXTH: THE NGO formally commits to render its services with due diligence.

SEVENTH: THE CONSULATE will be able to refer cases of Mexican nationals to THE NGO, through a written notification, at any time within the period established in clause THIRTY-THIRD (duration of the agreement), for the purpose of receiving the services agreed under this contract, even if the Mexican nationals did not attend or were not present at any of the immigration screening service events organized by THE NGO. The NGO will then provide screening within a reasonable amount of time to that Mexican national.

EIGHTH: THE CONSULATE will provide THE NGO, the corresponding information for the attention of the referred cases.

NINTH: THE NGO will provide to THE CONSULATE guidance regarding any case assigned, with the purpose of proper understanding of the cases and their status.

TENTH: THE NGO will provide a written notification, with the Mexican National's permission, to THE CONSULATE for every evaluated case that THE NGO considers qualifies for an immigration relief that requires an external or an additional legal representation, not covered

by the services established under this agreement. The notification mentioned in this clause shall not represent under any circumstance a fee or cost, other than those authorized in the FIFTEENTH clause, and will only serve the purpose to acknowledge that an evaluated case needs further legal representation to be successfully concluded. THE NGO is in no way committing itself to individual representation of any Mexican National screened under this agreement.

ELEVENTH: THE NGO and THE CONSULATE will handle with strict confidentiality all information regarding the cases assigned. The disclosure of information of a particular case to the media will only be allowed if THE NGO, THE CONSULATE and the Mexican national reach a previous agreement to disclose it, if such an agreement is not reached by all parties the disclosure will be strictly forbidden.

TWELFTH: Regardless of the expiration or termination of this Agreement, THE NGO and THE CONSULATE recognize and accept that confidentiality provisions will be indefinitely binding.

THIRTEENTH: THE NGO establishes the amount of \$25.00 dollars (twenty five 00/100 US dollars) for the provision of one immigration screening service per Mexican national.

FOURTEENTH: THE NGO formally commits to maintain the above-established fee(s) for the time this Agreement is in force.

FIFTEENTH: THE CONSULATE agrees to pay to THE NGO the sum of \$7,150.00 dollars (seven thousand one hundred and fifty dollars 00/100) for two hundred eighty six (286) screenings, in three installments for the budget periods set forth below:

Budget period	Planned disbursement	
July 18 to August 31 of 2017	\$2,384.00 USD	(two thousand three hundred eighty four 00/100 US Dollars)
September 01 to October 31 of 2017	\$2,383.00 USD	(two thousand three hundred eighty three 00/100 US Dollars)
November 01 to December 31 of 2017	\$2,383.00 USD	(two thousand three hundred eighty three 00/100 US Dollars)

THE CONSULATE will make a first payment to THE NGO, within the first five (5) days of signing this agreement. The rest of the resources will be paid to THE NGO in successive payments in the period and amount accorded by both parties.

SIXTEENTH: THE NGO will not be able to bill fees and or costs, other than those authorized in the FIFTEENTH clause.

SEVENTEENTH: The parties agree that any additional fees and/or cost and/or expenses billed by THE NGO, which exceed the amount established by the Fifteenth clause, will not be paid under any circumstance, by THE CONSULATE or the United Mexican States Government.

EIGHTEENTH: THE NGO will require the Mexican nationals to sign, in every case covered under this contract, a "release of information form" which will allow THE NGO to provide to THE CONSULATE the information of this clause:

THE NGO shall provide every month a report to THE CONSULATE, in which the following should be specified:

1) full name of the person who received the screening service, 2) copy of proof of Mexican nationality (Mexican passport, Mexican Consular ID –matricula consular-; Mexican birth certificate; or other document that proves the nationality of the person, 3) gender of the interested person (male / female), 4) age of the person, 5) result of the immigration screening, specifying whether or not an immigration option was identified; 6) date when the immigration screening took place, and 7) place (city and state) where the immigration screening took place.

Additionally, THE NGO will keep a database containing the information of every person whose case was evaluated by it under this contract.

NINETEENTH: THE NGO will provide the report mentioned on the EIGHTEENTH clause to THE CONSULATE, on the first five (5) working days of each month and will provide a final report at the expiration of the contract.

TWENTIETH: Each Party will notify the other within five (5) working days, of any change in address, telephone number, or e-mail.

TWENTY-FIRST: With previous written notice to THE CONSULATE, THE NGO will be able to suspend the service of immigration screening to any Mexican national who fails to submit any necessary information for this purpose.

TWENTY-SECOND: In case that THE NGO fails to submit to THE CONSULATE in a timely manner according to the dates established by the NINETEENTH clause, the report mentioned in clause EIGHTEENTH, or repeatedly presents them untimely, THE CONSULATE will be able to terminate this Agreement.

TWENTY-THIRD: The Parties will be able to terminate this Agreement at any time, without incurring in any responsibility, with a written notification of at least thirty (30) working days in advance. When such notification expires, this Agreement, as well as any provisions and responsibilities pertaining to it, will be automatically extinguished.

TWENTY-FOURTH: In the event of termination of this Agreement under the terms of the previous clause, THE NGO is obliged to present in no more than thirty (30) working days a final detailed report of the assigned cases, whether pending or concluded.

TWENTY-FIFTH: If the total amount of monetary funds were not spent during the validity of this Agreement, THE NGO will return the balance of such funds to THE CONSULATE, in no more than fifty (50) working days.

TWENTY-SIXTH: Both parties agree that no fees and/or expenses will be paid or billed for services rendered by THE NGO after December, 31st, 2017.

TWENTY-SEVENTH: Nothing in this Agreement shall be interpreted as waiver of immunity to which the United Mexican States and/or CONSULATE GENERAL IN RALEIGH, NORTH CAROLINA, UNITED STATES OF AMERICA, are entitled to under International Law, international treaties between the United Mexican States and the United States of America and/or its domestic laws.

TWENTY-EIGHTH: The Parties recognize and accept that no provision of this Agreement, or its actions, will cause THE CONSULATE, its officials and employees, or any agency or entity of the United Mexican States Government and its officials, to be deemed responsible in any way for the services rendered by THE NGO.

TWENTY-NINTH: THE NGO commits to defend, compensate, and relieve of responsibility to THE CONSULATE, its officials and employees, as well as any agency or entity of the United Mexican States Government and its officials, of any action, claim or suit, including costs and attorney fees, resulting of, or that allegedly resulted of, directly or indirectly, from the services rendered by THE NGO.


THIRTIETH: The Parties will procure to resolve, through good faith negotiations, any dispute or difference derived from the interpretation or fulfillment of this Agreement, as well as any other related to it.

THIRTY-FIRST: The Parties will be subject to Federal Court jurisdiction in the State of North Carolina in the event of unresolved disputes or differences through good faith negotiations after thirty (30) working days to the corresponding notification.

THIRTY-SECOND: This Agreement will be governed by the federal laws of the United States of America whenever applicable. If not possible, it will be governed by the laws of the State of North Carolina.

THIRTY-THIRD: This Agreement is hereby signed July 18th, 2017, will enter into force on July 18th, 2017 and will deemed terminated on December 31st, 2017.

THIRTY-FOURTH: This contract is signed in English.




THE CONSULATE
MARIA DE LOS REMEDIOS
GOMEZ ARNAU
CONSUL GENERAL



THE NGO
JOSE HERNANDEZ-PARIS



WITNESS
ALICIA PATRICIA PEREZ GALEANA



WITNESS
CARLOS ALBERTO OSNAYA
VELAZQUEZ



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