

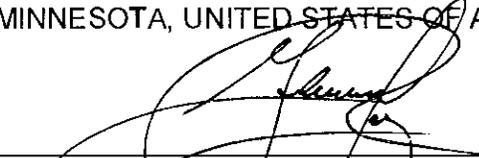
**ADDENDUM TO CONTRACTUAL AGREEMENT ON PROFESSIONAL SERVICES BETWEEN THE CONSULATE OF MEXICO IN SAINT PAUL, MINNESOTA, UNITED STATES OF AMERICA, DULY REPRESENTED BY CONSUL GERARDO GUERRERO GOMEZ, HEREINAFTER "THE CONSULATE" AND THE LAW OFFICE OF IRIS RAMOS LLC HEREINAFTER "THE LAW FIRM"**

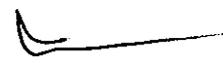
This addendum modifies the contractual agreement for professional services between the aforementioned parties, which was signed on June 30<sup>th</sup>, 2017.

**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 June 30<sup>th</sup>, 2017, remain valid and apply to the present Addendum.
- c) The parties agree that THE CONSULATE will pay to THE LAW FIRM, an additional amount of \$ 1,430.00 (one thousand thirty 00/100) dollars for the provision of 22 (twenty-two) immigration screening services to Mexican nationals in the period of January 1 to March 31, 2018, with a cost of \$65.00 (sixty-five 00/100) dollars each."
- d) Nothing in this Addendum shall be interpreted as waiver of immunity to which the United Mexican States and/or its Consulate of Mexico in Saint Paul, Minnesota, 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 OF MEXICO IN SAINT PAUL, MINNESOTA AND THE NGO, ON DECEMBER 15<sup>TH</sup>, 2017, IN SAINT PAUL, MINNESOTA, UNITED STATES OF AMERICA.

  
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**THE CONSULATE**  
**GERARDO GUERRERO GOMEZ**

  
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**THE LAW FIRM**  
**IRIS ANGELICA RAMOS NIEVES**

  
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**WITNESS**  
**ANGELICA CALIXTO MARTINEZ**

  
\_\_\_\_\_  
**WITNESS**  
**GIANCARLO ALEJANDRO SALINAS ESQUIVEL**



**SEAL OF THE CONSULAR REPRESENTATION**

**AGREEMENT ON PROFESSIONAL SERVICES MADE AND ENTERED INTO BY AND BETWEEN THE UNITED MEXICAN STATES BY ITS CONSULATE IN SAINT PAUL, MINNESOTA, UNITED STATES OF AMERICA, DULY REPRESENTED BY GERARDO GUERRERO GOMEZ, CONSUL OF MEXICO, HEREINAFTER "THE CONSULATE" AND THE LAW FIRM THE LAW OFFICE OF IRIS RAMOS LLC HEREINAFTER "THE LAW FIRM", 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 797 E 7<sup>th</sup> Street, Saint Paul, Minnesota, United States of America, with telephone number 651 771 5494 Ext. 316 and e-mail [gguerrero@consulmexstpaul.com](mailto:gguerrero@consulmexstpaul.com).

**THE LAW FIRM DECLARES:**

That The Law Office of Iris Ramos LLC is incorporated under the laws of the State of *Minnesota* since the 8<sup>th</sup> of November of 2012, as stated in the document provided in annex I.

That has its legal residence in 118 E. 26th St., Suite 210B, Minneapolis, MN 55404 United States of America, with telephone number 612 871 4477 and e-mail [iris@irisramoslaw.com](mailto:iris@irisramoslaw.com).

That Iris Angelica Ramos Nieves, is authorized to enter and execute contracts in the name and representation of THE LAW FIRM.

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

**CLAUSES**

**FIRST:** THE LAW FIRM will render its professional services 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 a possible naturalization option was identified.

**SECOND:** THE LAW FIRM formally commits to rendering its services exclusively for the purposes and activities defined in the FIRST clause.

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Services shall be rendered in the main place of business of the THE LAW FIRM, 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 LAW FIRM 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 LAW FIRM within 5 days of learning of the breach. Once notified THE LAW FIRM will proceed as stated in the TWENTY-THIRD clause.

**THIRD:** THE LAW FIRM 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 LAW FIRM 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 LAW FIRM agrees to hold harmless and indemnify THE CONSULATE of any action in law or equity arising out of such occurrences.

**FOURTH:** THE LAW FIRM 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 LAW FIRM formally commits to inform THE CONSULATE whenever there is a disciplinary hearing pending against it.

**SIXTH:** THE LAW FIRM formally commits to render its services with due diligence.

**SEVENTH:** THE CONSULATE will be able to refer cases of Mexican nationals to THE LAW FIRM, 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 LAW FIRM.

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

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

**TENTH:** THE LAW FIRM will provide a written notification to THE CONSULATE for every evaluated case that THE LAW FIRM considers it 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.

**ELEVENTH:** THE LAW FIRM 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 LAW FIRM, THE CONSULATE and the Mexican national reach a previous agreement to disclose it, if such an agreement is not reached by the parties the disclosure will be strictly forbidden.

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

**THIRTEENTH:** THE LAW FIRM establishes the amount of \$11,050.00 (eleven thousand and fifty) dollars for the provision of 170 (one hundred and seventy) immigration screening services to Mexican nationals, with a cost of \$65.00 (sixty-five) dollars each.

**FOURTEENTH:** THE LAW FIRM 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 LAW FIRM, the fees provided in clause THIRTEENTH, as follows: a first payment of \$1,105.00 (one thousand one hundred and five) dollars that will be paid as indicated in paragraph second of this clause and that will be deducted from the next bill. The rest of resources will be paid within the next 5 (five) business days after receiving the corresponding monthly bill with the balance of the services provided in the prior month.

THE CONSULATE will make a first payment to THE LAW FIRM, within the first 5 (five) days of signing this agreement, in the amount THE CONSULATE considers necessary for THE LAW FIRM to make all the logistic arrangements necessary to perform the activities object of this agreement. The rest of the resources will be paid to THE LAW FIRM in successive payments in the period and amount agreed by both parties.

**SIXTEENTH:** THE LAW FIRM 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 LAW FIRM, 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 LAW FIRM will require the Mexican nationals to sign, in every case, a "release of information form" which will allow THE LAW FIRM to provide to THE CONSULATE the information of this clause:

THE LAW FIRM 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,
- 4) gender of the interested person (male / female),
- 5) age of the person,
- 6) result of the immigration

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screening; 7) date when the immigration screening took place, and 8) place (city and state) where the immigration screening took place.

Additionally, THE LAW FIRM will keep a data base containing the information of every person whose case was evaluated by it.

**NINETEENTH:** THE LAW FIRM will provide the report mentioned on the EIGHTEENTH clause to THE CONSULATE, on the first five working days of the 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 and THE LAW FIRM 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 LAW FIRM 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 LAW FIRM 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 LAW FIRM 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 LAW FIRM after December, 31<sup>st</sup> 2017.

**TWENTY-SEVENTH:** Nothing in this Agreement shall be interpreted as waiver of immunity to which the United Mexican States and or its Consulate in Saint Paul, Minnesota, 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 LAW FIRM.

**TWENTY-NINTH:** THE LAW FIRM 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 LAW FIRM.

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**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.

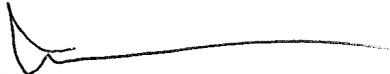
**THIRTY-FIRST:** The Parties will be subject to Federal Court jurisdiction in the State of Minnesota in the event of unresolved disputes or differences through good faith negotiations after 30 working days to the corresponding notification.

**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 Minnesota.

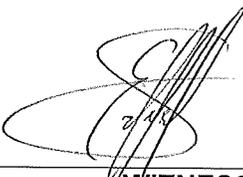
**THIRTY-THIRD:** This Agreement is hereby signed on June 30<sup>th</sup>, 2017, will enter into force on the same day and will deemed terminated on December 31<sup>st</sup>, 2017.

**THIRTY-FOURTH:** This contract is signed in English.

  
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**THE CONSULATE  
GERARDO GUERRERO GOMEZ  
CONSUL OF MEXICO**

  
\_\_\_\_\_  
**THE LAW FIRM  
IRIS ANGELICA RAMOS NIEVES  
LEGAL REPRESENTATIVE**

  
\_\_\_\_\_  
**WITNESS  
ANGELICA CALIXTO MARTÍNEZ**

  
\_\_\_\_\_  
**WITNESS  
GIANCARLO ALEJANDRO ESQUIVEL  
SALINAS**



\_\_\_\_\_  
**CONSULADO DE MEXICO  
SAINT PAUL, MINNESOTA, E. U. A.  
SEAL OF THE  
CONSULAR REPRESENTATION**