

ADDENDUM TO CONTRACTUAL AGREEMENT ON PROFESSIONAL SERVICES BETWEEN THE CONSULATE GENERAL OF MEXICO IN AUSTIN, TEXAS, UNITED STATES OF AMERICA, DULY REPRESENTED BY CONSUL GENERAL CARLOS GONZÁLEZ GUTIÉRREZ, HEREINAFTER "THE CONSULATE", AND THE LAW FIRM DMCA, HEREINAFTER "THE LAW FIRM".

This addendum modifies the contractual agreement for professional services to carry out "Know your Rights" informative sessions in Spanish for Mexican nationals, signed between the aforementioned parties on August 7, 2017.

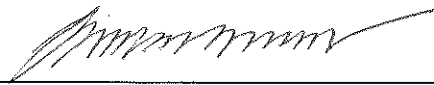
CLAUSES

- 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 August 7, 2017, remain valid and apply to the present Addendum.
- c) The parties agree that the Consulate General will pay to THE NGO an additional amount of \$1,699.98 US dollars (One thousand and six hundred 98/100 US Dollars) for the organization of 3 (three) "Know your Rights" workshop to Mexican nationals in the period of January 1 to March 31, 2018, with a cost of \$566.66 (five hundred and sixty-six 66/100 US Dollars) each.
- d) Nothing in this Addendum shall be interpreted as waiver of immunity to which the United Mexican States and/or its CONSULATE GENERAL IN AUSTIN, TEXAS, 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 AUSTIN, AND THE LAW FIRM, ON DECEMBER 22, 2017 IN AUSTIN, TEXAS, UNITED STATES OF AMERICA.



THE CONSULATE
CARLOS GONZÁLEZ GUTIÉRREZ
CONSUL GENERAL



THE LAW FIRM
RUTH LOZANO McCHESNEY
FIRM MANAGING PARTNER AND CEO



WITNESS
MARIANA POSADA LOMBANA



WITNESS
BLANCA G. GAVINO ARVIZU



CONSULADO GENERAL DE MEXICO
AUSTIN, TEXAS

SEAL OF THE
CONSULAR REPRESENTATION

AGREEMENT ON PROFESSIONAL SERVICES, MADE AND ENTERED INTO BY AND BETWEEN THE UNITED MEXICAN STATES BY ITS CONSULATE GENERAL OF MEXICO IN ASUSTIN, TEXAS, UNITED STATES OF AMERICA, DULY REPRESENTED BY CARLOS GONZÁLEZ GUTIÉRREZ, CONSUL GENERAL, HEREINAFTER "THE CONSULATE" AND THE LAW FIRM DMCA PARTNERSHIP GROUP, LLP, 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 410 Baylor St., Austin, Texas, 78703, with telephone number 512-478-2866 and e-mail conaustin@sre.gob.mx.

THE LAW FIRM DECLARES:

That DMCA Partnership Group, LLP is incorporated under the laws of the State of Texas since 01/01/2012, as stated in the document provided in annex I.

That has its legal residence in 8023 Vantage Drive, Suite 800, San Antonio, TX 78230, with telephone number (210) 590-1844 and e-mail ruth@dmcausa.com.

That Ruth Lozano McChesney, 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 organizing "Know your Rights" workshops to Mexican nationals.

CLAUSES

FIRST: THE LAW FIRM will render its professional services to carry out the following: organization of "Know your Rights" informative sessions in Spanish for Mexican nationals.

"Know your rights" workshops means public events in which THE LAW FIRM provides information to Mexican nationals regarding their rights afforded by federal, state and local laws.

SECOND: Under this agreement, THE LAW FIRM formally commits to render its professional services exclusively to Mexican nationals, and solely for the purpose and activities stated in this agreement.

THE LAW FIRM will provide to THE CONSULATE a program describing the number of workshops that will be offered to Mexican nationals each month during the time this agreement is in force, and THE CONSULATE will have the right to approve it.

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

No services shall be rendered in venues where political activism is routinely being 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 the provision of 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 SIXTEENTH 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 TWENTY-SIXTH (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 LAW FIRM establishes the amount of \$8,500.00 USD (Eight thousand and five hundred 00/100 US Dollars) for the organization of 15 (fifteen) "Know your Rights" workshops to Mexican nationals in the counties within the jurisdiction of THE CONSULATE, with a cost of \$566.66 USD (Five hundred and sixty-six 66/100 US Dollars) each. The events will be organized in the dates and locations indicated in the program mentioned in clause *SECOND*.

Services will include expenses related to office supplies, printing and copying, payment to the personnel of THE LAW FIRM personnel, costs of transportation and other related to the organization of the workshops.

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

NINTH: THE CONSULATE agrees to pay to THE LAW FIRM, the fees provided in clause SEVENTH, five business days after receiving the corresponding bill. The total amount will be paid in two consecutive installments of \$4,250.00 USD (Four thousand two hundred and fifty 00/100 US dollars) each, as follows: the first payment will be made as indicated in paragraph second of this clause. For the second payment, THE LAW FIRM will send the bill to THE CONSULATE within the first 5 (five) business days of October 2017.

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 accorded by both parties.

TENTH: THE LAW FIRM will not be able to bill fees and or costs, other than those authorized in this Agreement.

ELEVENTH: THE LAW FIRM will require to provide a list of attendance to THE CONSULATE that includes the following information:

1) full name of the person, 2) state of origin (in Mexico) 3) gender of the interested person (male / female), 4) age of the person, 5) date when the "Know you rights" workshop took place, and 6) place (city and state) where the "Know you rights" workshop took place.

Consent will be obtained from the Mexican national to share this information, by way of a signed release.

Additionally, THE LAW FIRM will keep a data base containing the information of every person who attended every workshop coordinated by it.

TWELFTH: THE LAW FIRM will provide the report mentioned on the previous 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. e

THIRTEENTH: THE LAW FIRM will not subcontract or assign its rights under this Agreement to a third party unless previously agreed in writing by THE CONSULATE. Employees of THE LAW FIRM will not be considered under any circumstances agents of THE CONSULATE and cannot act on behalf of THE CONSULATE or its employees. u

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

FIFTEENTH: In case that THE LAW FIRM fails to submit to THE CONSULATE in a timely manner according to the dates established by the TWELFTH clause, the report mentioned in p

clause ELEVENTH, or repeatedly presents them untimely, THE CONSULATE will be able to suspend the organization of workshops or terminate this Agreement.

SIXTEENTH: 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.

SEVENTEENTH: 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 workshops provided.

EIGHTEENTH: 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.

NINETEENTH: Both parties agree that no fees and/or expenses will be paid or billed for services rendered by THE LAW FIRM after December 31st 2017.

TWENTIETH: Nothing in this Agreement shall be interpreted as waiver of immunity to which the United Mexican States and/or its CONSULATE GENERAL in Austin, Texas, 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-FIRST: 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-SECOND: THE LAW FIRM commits to defend, compensate, and relieve of responsibility of 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.

TWENTY-THIRD: 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.

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

TWENTY-FIFTTH: 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 Texas.

TWENTY-SIXTH: This Agreement is hereby signed on August 7th, 2017, will enter into force immediately and will be deemed terminated on December 31st 2017.

TWENTY-SEVENTH: This contract is signed in English.

THE CONSULATE
CARLOS GONZÁLEZ GUTIÉRREZ
CONSUL GENERAL

THE LAW FIRM
RUTH LOZANO McCHESNEY
FIRM MANAGING PARTNER & CEO

WITNESS
MARIANA POSADA LOMBANA

WITNESS
BLANCA G. GAVINO ARVIZU



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