

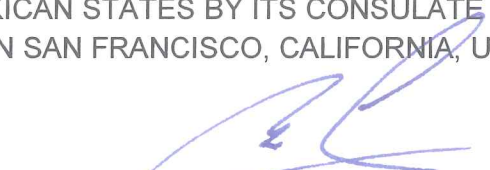



ADDENDUM TO CONTRACTUAL AGREEMENT ON PROFESSIONAL SERVICES BETWEEN THE CONSULATE GENERAL OF MEXICO IN SAN FRANCISCO, CALIFORNIA, UNITED STATES OF AMERICA, DULY REPRESENTED BY CONSUL OF MEXICO IN CHARGE SILVESTRE GUILLERMO REYES CASTRO, HEREINAFTER "THE CONSULATE" AND THE ATTORNEY MARY RAY BROPHY, HEREINAFTER "THE LAWYER".

This addendum modifies the contractual agreement for professional services between the aforementioned parties, which was signed on November 21st, 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 November 21st, 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 SAN FRANCISCO, CALIFORNIA 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 SAN FRANCISCO, AND THE LAWYER, ON 12/22/2017, IN SAN FRANCISCO, CALIFORNIA, UNITED STATES OF AMERICA.

 _____ THE CONSULATE SILVESTRE GUILLERMO REYES CASTRO	 _____ THE LAWYER MARY RAY BROPHY
 _____ WITNESS JESUS ALFONSO GUTIERREZ MONROY	 _____ WITNESS WILMA LAURA GANDOZ VAZQUEZ



CONSULADO GENERAL DE MÉXICO
SAN FRANCISCO, CALIFORNIA

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 SAN FRANCISCO, CALIFORNIA, USA, DULY REPRESENTED BY CONSUL GEMI JOSE GONZALEZ LOPEZ, HEREINAFTER "THE CONSULATE" AND THE ATTORNEY MARY RAY BROPHY HEREINAFTER "THE LAWYER", 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 532 Folsom Street, San Francisco, CA 94105, with telephone number 415-354-1727 and e-mail lgandoy@sre.gob.mx

THE LAWYER DECLARES:

That is licensed to practice law in the state(s) of Michigan, of the United States of America, with license number P40552.

To have legal residence in 152 Lombard St. #103 San Francisco, CA 94111, with telephone number 415-926-5319 and e-mail kessbro@comcast.net

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

That she is a member of the Bar(s) of the state(s) of Michigan and that she is licensed to represent immigration cases in the United States of America.

That there are no complaint or disbarment procedures against him/her due to unethical or inappropriate exercise of the advocacy within the last five years in the records of the Bar(s) to which he/she is a member of.

CLAUSES

FIRST: THE LAWYER 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 naturalization option was identified.

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

Handwritten signatures in blue ink on the right margin:
- Top signature: *lgandoy*
- Middle signature: *Mary Ray Brophy*
- Bottom signature: *[Signature]*

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

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

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

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

SIXTH: THE LAWYER formally commits to render her services with due diligence.

SEVENTH: THE CONSULATE will be able to refer cases of Mexican nationals to THE LAWYER, 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 LAWYER.

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

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

TENTH: THE LAWYER will provide a written notification to THE CONSULATE for every evaluated case that THE LAWYER 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

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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 LAWYER 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 LAWYER, 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 LAWYER and THE CONSULATE recognize and accept that confidentiality provisions will be indefinitely binding.

THIRTEENTH: THE LAWYER establishes the amount of \$18,900.00 (EIGHTEEN THOUSAND NINE HUNDRED) dollars for the provision of 12 (twelve) workshops that will include 45 (FORTY-FIVE) immigration screenings per workshop, for a total of 540 (FIVE HUNDRED AND FORTY) immigration screenings to Mexican nationals, at \$35.00 (THIRTY-FIVE) dollars each at The Consulate General of Mexico in San Francisco.

FOURTEENTH: THE LAWYER 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 LAWYER, the fees provided in clause THIRTEENTH, as follows: a first payment of \$1,575.00 dollars (ONE THOUSAND FIVE HUNDRED AND SEVENTY-FIVE) dollars that will be paid as indicated in the second paragraph of this clause and that will be deducted from the next bill. Further payments will be done in a monthly basis, and in accordance to the number of performed workshops. The payments will be done within the next 5 (five) business days, after receiving the corresponding bill with the balance for the workshops provided during the month, as well as the report defined in the EIGHTEENTH clause.

THE CONSULATE will make a first payment to THE LAWYER, within the first 5 (five) days of signing this agreement, in the amount THE CONSULATE considers necessary for THE LAWYER 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 LAWYER in successive payments in the period and amount accorded by both parties.

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

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Mary Kay Dunphy
ap
[Signature]

THE LAWYER 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; 6) date when the immigration screening took place, and 7) place (city and state) where the immigration screening took place.

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

NINETEENTH: THE LAWYER 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, THE LAWYER 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 LAWYER 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 LAWYER 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 LAWYER 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 LAWYER 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 its CONSULATE GENERAL OF MEXICO in SAN FRANCISCO, CALIFORNIA, USA 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 LAWYER.

TWENTY-NINTH: THE LAWYER 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 LAWYER.

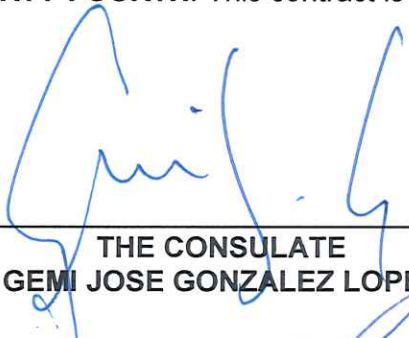

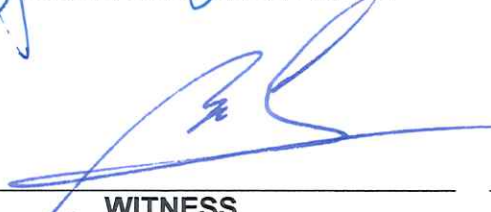

THIRTIETH: The Parties will procure to resolve, through good faith negotiations, any dispute or difference derived from the interpretation or fulfillment of this Agreement, as well as any other related to it.

THIRTY-FIRST: The Parties will be subject to Federal Court jurisdiction in the State of California in the event of unresolved disputes or differences through good faith negotiations after 10 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 California.

THIRTY-THIRD: This Agreement is hereby signed on November 21st, 2017, will enter into force on November 21st, 2017 and will deemed terminated on December 31st, 2017.

THIRTY-FOURTH: This contract is signed in English.

 _____ THE CONSULATE GEMI JOSE GONZALEZ LOPEZ	 _____ THE LAWYER MARY RAY BROPHY
 _____ WITNESS SILVESTRE GUILLERMO REYES CASTRO	 _____ WITNESS WILMA LAURA GANDOY VAZQUEZ



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