

OMB No. 1124-0003; Expires April 30, 2017

U.S. Department of Justice
Washington, DC 20530**Amendment to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant CMGRP, Inc. d/b/a Weber Shandwick	2. Registration No. 3911
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- To correct a deficiency in
- Initial Statement
- Supplemental Statement for the period ending December 31, 2014
- Other purpose (*specify*) _____
- To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

1. English language translation of the previously filed 2014 Agreement with the foreign principal is attached as Exhibit 4.1.
2. English language translation of the Amendment to the 2014 Agreement with the foreign principal is attached as Exhibit 4.2.
3. English language translation of the 2015 Agreement with the foreign principal is attached as Exhibit 4.3.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (If space is insufficient, a full insert page must be used.)

1. We originally filed the Spanish language version of the 2014 Agreement as an Exhibit. We have obtained an English language translation which is attached as Exhibit 4.1.
2. An Amendment to the scope of work was agreed by the parties to make a correction. A copy of the English language translation is attached as Exhibit 4.2.
3. The 2014 Agreement covered the initial period of services. The 2015 Agreement extends our work. An English language translation of the 2015 Agreement is attached.
4. Item 5(b) of the Supplemental Statement for the period ending December 31, 2014 contained a typo in the "Date Assumed" column. The correct date is 10/01/14.

FORM NSD-5
Revised 03/14

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

July 17, 2015

/s/ Joshua Kaufman

eSigned

This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

CMGRP, Inc. d/b/a Weber Shandwick

Registration No. 3911

Attachment to Amendment to Registration Statement

Exhibit 4.1



FONDO MIXTO DE PROMOCIÓN TURÍSTICA [Joint Tourism Promotion Fund]
DEL DISTRITO FEDERAL [of the Federal District]

CONTRACT No. CT 156/2014
CMGRP, INC.

SERVICE PROVISION CONTRACT FOR THE FISCAL YEAR 2014 ENTERED INTO, FOR THE ONE PARTY, BY BBVA BANCOMER, SOCIEDAD ANÓNIMA [Business Corporation], MULTIPLE BANKING INSTITUTION, FINANCIAL GROUP BBVA BANCOMER (AS SUCCESSOR OF BBVA BANCOMER SERVICIOS, SOCIEDAD ANÓNIMA, MULTIPLE BANKING INSTITUTION, FINANCIAL GROUP BBVA BANCOMER, WHICH IN TURN WAS SUCCESSOR OF BANCOMER, SOCIEDAD ANÓNIMA, MULTIPLE BANKING INSTITUTION, FINANCIAL GROUP BBVA BANCOMER), AS TRUSTEE IN THE TRUST CALLED "JOINT TOURISM PROMOTION FUND OF THE FEDERAL DISTRICT," IDENTIFIED WITH NUMBER "F/30343-8 ("F" SLASH THIRTY THOUSAND THREE HUNDRED AND FORTY-THREE DASH EIGHT), WHICH HEREINAFTER IN THE BODY OF THIS CONTRACT SHALL BE CALLED "THE FUND," REPRESENTED HEREIN BY ARMANDO LÓPEZ CÁRDENAS, IN HIS CAPACITY OF GENERAL DIRECTOR, AND MR. FEDERICO PEÑA ARTEAGA, IN HIS CAPACITY OF MANAGEMENT DIRECTOR OF "THE FUND," AND, FOR THE SECOND PARTY, THE LEGAL ENTITY NAMED CMGRP, INC., WHICH HEREINAFTER SHALL BE CALLED "THE SUPPLIER," REPRESENTED HEREIN BY JOSHUA PAUL KAUFMAN, IN HIS CAPACITY OF GENERAL COUNSEL, PURSUANT TO THE FOLLOWING BACKGROUND, STATEMENTS AND CLAUSES:

FACTUAL BACKGROUND

- A) The last paragraph of Article 2 of the Organic Law of Public Administration of the Federal District provides that public trusts are the entities that comprise the Public Administration of Government-Owned Companies.
- B) Article 43 of the Organic Law of Public Administration of the Federal District provides that public trusts are those contracts whereby the Public Administration of the Federal District, through the Secretary of Finance in its capacity as trustee, allocates certain assets to a specific lawful purpose, entrusting the realization of this purpose to a trust for the purpose of assisting the Head of Government in carrying out the duties legally corresponding thereto; consequently, Article 45 of the aforementioned law provides that in order to handle the operation of the entities of the Federal District, the Head of Government shall group them by sector, taking into account the purpose of each and the powers that the Law attributes to the agencies of the Public Administration of the Federal District.
- C) Article 12 of the Law on Budget and Efficient Expenditures of the Federal District provides that the public trusts under the Public Administration of the Federal District shall have as purpose assisting the Head of Government of the Federal District, by conducting priority activities or functions legally corresponding thereto.
- D) "THE FUND" is a government-owned entity of the Public Administration of the Federal District, established under the terms of the provisions of Articles 42, 43, 44, 45, 46, 47, 48, and 49 of the Law on Tourism of Mexico City, whose primary function is to implement, advise and finance the plans, programs and actions of Tourism Promotion of the Federal District.
- E) "THE FUND" seeks to contribute to the timely and effective implementation of programs promoting tourism, with the anticipation required by the campaigns, events and tourist seasons; implementing programs to promote, encourage and improve



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tourism activities and the image of the Mexico City, through the development and dissemination of promotional campaigns and national and international advertising; furthermore and in accordance with Section X of Article 43 of the Law on Tourism of Mexico City, it has within its powers, all those that enable the realization of its objectives.

In accordance with the foregoing and pursuant to the provisions in the agreement establishing the Trust, which is amended through the first amendment agreement in Clauses Five, Subsection e), Paragraph 10, and Nine, Subsection d), respectively, it is provided that: the specific purposes of the Joint Tourism Promotion Fund of the Federal District, are, in general, all those that enable the realization of its objectives, as well as the promotion and improvement of tourism activity in Mexico City.

Once considered the foregoing background, the parties make the following:

STATEMENTS

I.- REGARDING "THE FUND" THROUGH ITS LEGAL REPRESENTATIVES:

I.1.- That "BBVA Bancomer", Sociedad Anónima, Multiple Banking Institution, Financial Group BBVA Bancomer, is a credit institution legally constituted to act as Trustee Institution, under the laws of the Mexican United States.

I.2. That by means of notarial instrument number sixty-six thousand seven hundred and twenty-one of November 16, 2000, granted in the presence of Mr. Carlos de Pablo Serna, Notary Public One Hundred Thirty Seven of the Federal District, registered on commercial folios numbers sixty four thousand ten and sixty three thousand three hundred of the Public Registry of Property and Commerce of the Federal District, "BBVA Bancomer," SOCIEDAD ANÓNIMA, MULTIPLE BANKING INSTITUTION, FINANCIAL GROUP BBVA BANCOMER, under the name "Bancomer," SOCIEDAD ANÓNIMA, MULTIPLE BANKING INSTITUTION, FINANCIAL GROUP BBVA BANCOMER, split into "ESCINDIDA DE BA" [Spinoff company of BA], SOCIEDAD ANÓNIMA, to which it transferred part of its assets, paid corporate capital and equity, and "ESCINDIDA DE BA," SOCIEDAD ANÓNIMA itself, as merging company, merged with "BANCO BILBAO VIZCAYA - MEXICO," SOCIEDAD ANÓNIMA, MULTIPLE BANKING INSTITUTION, FINANCIAL GROUP BBVA BANCOMER, later called "BBVA BANCOMER SERVICIOS," SOCIEDAD ANÓNIMA, MULTIPLE BANKING INSTITUTION, FINANCIAL GROUP BBVA BANCOMER, which as the merging company acquired universally all assets and liabilities and in general the equity of the merging company, and as a result of the merger became new trustee in the trust in question "BBVA BANCOMER SERVICIOS," SOCIEDAD ANÓNIMA, MULTIPLE BANKING INSTITUTION, FINANCIAL GROUP BBVA BANCOMER; and by means of notarial instrument number ninety six thousand and fifty four, of July 21, 2009, granted in the presence of Mr. Carlos de Pablo Serna, Notary Public One Hundred Thirty Seven of the Federal District, registered on the commercial folio number sixty four thousand and ten and also on commercial folio number sixty three thousand three hundred of the aforementioned Registry, "BBVA BANCOMER SERVICIOS," SOCIEDAD ANÓNIMA, MULTIPLE BANKING INSTITUTION, FINANCIAL GROUP BBVA BANCOMER, as merging company which ceased to exist, merged with "BBVA BANCOMER ," SOCIEDAD ANÓNIMA, MULTIPLE BANKING INSTITUTION, FINANCIAL GROUP BBVA BANCOMER, as the merging company which subsists, which universally acquired all assets, liabilities and corporate capital of the merging company and became the new trustee in the trust in question.



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I.3.- That on October 30, 2001, the Covenant was signed by which the Trust Agreement described in statement I.2 is amended, which the Technical Committee of "THE FUND" took cognizance in its Twenty-Sixth Ordinary Session, by means of the resolution number FMPT -DF/18-02-02/209 dated February 18, 2002. Furthermore, on May 3, 2002 the Second Amendment Agreement to the aforementioned Trust Agreement was signed, in accordance with the express instructions of the Technical Committee issued during the session and by means of the aforementioned agreement. The Third Amendment Agreement of the Trust Agreement was rendered on September 30, 2004, under the resolutions FMPT-DF/27-03-03/280 and FMPT-DF/15-12-03/291, issued during the Thirtieth and Thirty-Third Ordinary Sessions of the Technical Committee of "THE FUND," respectively; and on October 14, 2010, the Fourth Amendment Agreement to the oft-cited Trust Agreement was formalized.

I.4.- That "THE FUND" has a Governing Body called the Technical Committee, chaired by the head of the Secretary of Tourism of the Federal District.

I.5.- That Mr. Armando López Cárdenas was appointed Director General of the Joint Tourism Promotion Fund of the Federal District, by the Head of Government of the Federal District, Dr. Miguel Ángel Mancera Espinosa, by means of appointment issued in his favor on February 1, 2013, which the Technical Committee of "THE FUND" took cognizance and adopted during its First Ordinary Session on February 14, 2013, by resolution number SO/01/01/2013, so that, pursuant to the provisions of Articles 54, Sections I and II, and 71, Sections I, VI, IX and XI of the Organic Law on Public Administration of the Federal District, it has the authority to enter into this contract.

I.6.- That Mr. Federico Peña Arteaga was appointed Managing Director of the Joint Tourism Promotion Fund of the Federal District, by appointment issued in his favor on April 16, 2013, of which the Technical Committee of "THE FUND" took cognizance and adopted during its First Extraordinary Session of April 16, 2013, by means of resolution number SE/01/01/2013.

I.7.- That "BBVA Bancomer," Sociedad Anónima, Multiple Banking Institution, Financial Group BBVA Bancomer, together conferred its signature among them, on Mr. Armando López Cárdenas and Mr. Federico Peña Arteaga, for the General Power of Attorney for Acts of Administration and Lawsuits and Collections, which is accredited by public notary instrument number 108,266 dated September 2, 2013, granted under Oath by the Notary Public Number 137, Mr. Carlos de Pablo Serna, which has not been revoked, modified or limited in any way, the foregoing on the terms of Resolutions numbers SO/01/01/2013 at its First Ordinary Session held on February 14, 2013 and SE/01/01/2013 at its First Extraordinary Session held on April 16, 2013.

I.8.- That they appear at the signing of this contract in accordance with the provisions of the Clause Five, Paragraph h), Clause Eight, Paragraphs k) and l), as well as Clause Nine, Paragraph d) of the agreement creating "THE FUND," which are amended by means of the Covenant amending the instrument identified and described in the statement I.3 of this contract.

I.9.- That by means of official letter number SFDF/SE/0064/2014 dated January 6, 2014, Ms. Victoria Rodríguez Ceja, Undersecretary of Expenditures of the Secretary of Finance of the Federal District, communicates to "THE FUND" the budget ceiling approved by the Legislative Assembly of the Federal District for fiscal year 2014.

I.10.- That "THE FUND" has the authority to hire the services set forth in Clause One of this contract, in accordance with the authorization of the



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Technical Committee of the trust, through Resolution **SO/04/22/2013**, issued in its Fourth Ordinary Session held on December 27, 2013.

I.11.- That to meet the objectives of the trust stated in background "E" and statement I.2, "**THE FUND**" requests the services of "**THE SUPPLIER**," pursuant to "International Tourism Promotion Campaign of Mexico City" project.

I.12.- That "**THE FUND**" has adequate budget to cover the outlays arising from this contract, as is clear from the **service order number 241**, received on September 4, 2014, as well as the budgetary item **3992**

"**Services for the promotion and dissemination of tourist, cultural, recreational, and sporting sites of the Federal District,**" which shall be applied to meet the payment to "**THE SUPPLIER.**"

I.13.- That pursuant to the provisions of **Articles 134 of the Political Constitution of the Mexican United States; 27, Subsection C), 28, 52, and 54, Section II Bis, antepenultimate and penultimate paragraphs of the Procurement Act for the Federal District,** the award of this contract was performed according to the procedure of Direct Award by Exception to the Public Tender, adopted at the Thirteenth Third Extraordinary Session of the Subcommittee on Procurement, Leasing and Provision of Services of "**THE FUND,**" on **October 10, 2014, by means of case number 49.**

I.14.- That its tax domicile is located at Avenida Universidad número 1200, Colonia Xoco, Delegación Benito Juárez, Código Postal 03330, Distrito Federal, México, with Federal Taxpayer Registry Number **BFT981116LE8.**

I.15.- That its administrative offices are located at Havre número 67, Cuarto Piso, Colonia Juárez, Delegación Cuauhtémoc, Código Postal 06600, in Mexico City, Federal District.

II.- REGARDING "THE SUPPLIER" THROUGH ITS GENERAL COUNSEL:

II.1.- That the Corporation CMGRP, Inc. (commercially known as Weber Shandwick) was legally formed under the laws of the State of New York in the United States of America with the name **Robinson, Lake & Lerer, Inc.,** which can be seen in the Certificate of Incorporation of September 23, 1986; then by means of the Certificate of Amendment of April 21, 1988, the name of the corporation is changed to **Robinson, Lake, Lerer & Montgomery, Inc.;** then by means of the Certificate of Amendment of November 1, 1995, the name of the corporation is changed to **Robinson Lerer Sawyer Miller, Inc.;** then, by means of the Certificate of Amendment of June 14, 1996, the name of the corporation is changed to **Bozell Sawyer Miller Group Inc.;** then by means of the Certificate of Amendment of March 3, 1998, the name of the corporation is changed to **BSMG Worldwide, Inc.;** subsequently, by means of the Certificate of Amendment of December 13, 2002, the name of the corporation is changed to **Weber Shandwick Inc.;** subsequently, by means of the Certificate of Merger of September 19, 2003, **Shandwick USA Inc.,** and **Weber Group, Inc.,** were merged in **Weber Shandwick, Inc.;** then by means of the Certificate of Merger of October 1, 2003, **Weber Group Inc, [and] Shandwick USA, Inc.,** are merged in **Weber Shandwick Inc.;** then by means of the Certificate of Merger of October 31, 2010, **The Cassidy Companies, Inc., Weber RBB, Inc., FRB/Weber Shandwick, Financial Communications, Inc.,** and, **The**



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Benjamin Group/BSMG Worldwide, Inc., are merged in Weber Shandwick Inc.; subsequently, by means of the Certificate of Amendment dated December 16, 2003, the name of the corporation is changed to CMGRP, Inc.; then by means of the Certificate of Merger of June 26, 2006, Marketing Corporation of America and CMGRP, Inc., are merged in CMGRP, Inc.; and by means of the Certificate of Merger of December 28, 2006, The Murphy Pintak Gautier Hudome Agency, Inc., and CMGRP, Inc., are merged in CMGRP, Inc.

II.2.- That Joshua Paul Kaufman, in his capacity as General Counsel, has the authority to act on behalf of CMGRP, Inc. as well as to represent it and bind, as is clear from the letter issued by Stella Greal, Director of Human Resources of CMGRP, Inc., powers would not have been revoked, modified, restricted, or limited to date in any way; hereby identified with passport number [REDACTED] issued by the Department of State of the United States of America, with an effective date of March 20, 2006 to March 19, 2016.

II.3.- That pursuant to the Certificate of Incorporation, it aims: To conduct business in all or any of its branches, to the extent, as permitted by law, in the State of New York, in the rest of the territories and in the District of Columbia and any or all dependencies or possessions of the United States of America and abroad; carry out the whole and a part of the above purposes in main concept, factor, agent, contractor, or otherwise, either along or together with other persons, firms, partnerships, corporations, or others in any part of the world; and in exercise of its activity and for the purpose of achieving or promoting any of its purposes, to enter into and execute contracts of any kind and description, and to do anything and everything necessary, appropriate, suitable, or appropriate [sic] for the execution of any of the purposes listed.

II.4.- That for tax purposes, "THE SUPPLIER" has no permanent establishment in Mexico, nor any obligation to obtain from the Competent Authority Fiscal its Federal Taxpayer Registry number.

II.5. That pursuant to the Agreement between the Government of the Mexican United States and the Government of the United States of America for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and its protocol published in the Official Gazette of the Federation on February 3, 1994, updated by the protocols than modify them published in the Official Gazette of the Federation on January 25, 1996 and July 22, 2003, is cognizant of the contributions which it is legally bound party to in the United States of America.

II.6.- That by means of official letter number CGRPE/DERE/DICT/472/2014 dated October 10, 2014, the Executive Director of Economic Regulations of the Secretary of Economic Development of the Federal District issued an opinion which allows the omission of the degree of national integration over the recruitment of "Promoting Mexico City through a Public Relations Agency in the United States and Canada."

II.7.- That it is its will to provide the services that are requested by "THE FUND" and which are the subject of this contract, on the terms and conditions set forth in the clauses listed in the body of this instrument.

II.8.- That for the purposes of Article 47, Section XXIII of the Federal Accountability Act for Public Servants, its Legal Representative states under oath that none of the partners or shareholders of his client, members who comprise it, or staff it hired to handle



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the services requested by "THE FUND" are disqualified for performing the services under this contract. Similarly, he states under oath that he is not in any of the situations described in Article 39 of the Procurement Act for the Federal District.

He also states that the partners of his client; the members of the administration thereof, their holders of power of attorney or legal representatives; the staff working in the administration, as well as the spouses of all of them do not have consanguinity or affinity to the fourth degree, with anyone who works in "THE FUND," among whose functions is the function of participating in activities concerning the provision of the service that is the subject of this contract; likewise he states that the individuals and officials of his client also do not have employment or business relationships with the public servants of "THE FUND."

II.9.- That he states under oath that he has duly complied with each and every one of the fiscal obligations under his responsibility, in accordance with the provisions of Article 51, last paragraph of the Law on Budget and Efficient Expenditures of the Federal District, if applicable.

II.10.- That he has the legal and administrative capacity, the technical knowledge, the experience, the organization, the elements, the specialized staff, the necessary equipment, and sufficient financial and material resources for the implementation of the obligations under this instrument.

II.11.- He states under oath that he commits to keep prices firm as offered to "THE FUND" in order to provide the services under this contract.

II.12.- He understands the contents and agrees to abide by the requirements of the Procurement Act for the Federal District, its Regulations and any other applicable regulatory provisions.

II.13.- That it is his will to enter into this contract, according to the purpose set forth in Clause One and the terms and conditions set forth in the body of the same instrument.

II.14.- That its/his address is located at 8000 Norman Center Drive, Suite 400, Bloomington, Minnesota 55437 United States.

II.15.- That for the purposes and effects of this contract, he notes as his address to hear and receive notifications the one located at Calle Palo Santo 22, Colonia Lomas Altas, Delegación Miguel Hidalgo, C.P. 11000, México, Distrito Federal.

III.- REGARDING "THE PARTIES"

SOLE CLAUSE.- That it is their will to enter into this contract, for which they hold all necessary powers, which have not been revoked, limited or modified in any way, mutually acknowledging the legal standing and legal capacity which they hold and therefore, the parties agree on the terms of the following:



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CLAUSES

ONE. ONE. PURPOSE OF THE CONTRACT AND DETAILED DESCRIPTION OF THE SERVICES.- The purpose of this contract is for "THE SUPPLIER" to provide the service of "promotion of Mexico City through a Public Relations Agency in the United States and Canada," from October 10 to December 31, 2014.

The services described above must be performed to the satisfaction of "THE FUND," according to the detailed description which is set forth in the **TECHNICAL ANNEX**, which is duly signed, and forms is an integral part of this contract.

TWO. TOTAL AMOUNT AND UNIT PRICE TO BE PAID FOR THE SERVICES.- The payments that "THE FUND" shall make under this contract and its Technical Annex shall be in the amount of **\$3,118,500.00** (Three million one hundred eighteen thousand and five hundred pesos and 00/100 Mexican pesos), not including taxes, since they are not applicable, on the terms of the Agreement between the Government of the Mexican United States and the Government of the United States of America for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and its protocol published in the Official Gazette of the Federation on February 3, 1994, updated by the modified protocols published in the Official Gazette of the Federation on January 25, 1996 and July 22, 2003.

THREE. PROVISION OF INVOICES.- "THE SUPPLIER" shall provide, to "THE FUND," the invoice duly completed and accompanied by documentation that is set forth in the **TECHNICAL ANNEX**; the invoice for payment processing must meet the fiscal requirements provided by the Tax Code of the Federation, as long as such payments are validated by "THE FUND" through the Division of Evaluation and Strategic Information and the provision of services has satisfactorily been completed. "THE FUND" shall make the respective payment after the invoice is accepted and validated; "THE SUPPLIER" agrees the it shall provide, as applicable, documentation, materials, goods, or any other evidence to prove and justify the services are being charged for, on the terms of the provisions of Clause Ten of this contract.

FOUR. CONDITIONS OF PAYMENT.- The payment that shall be covered by "THE FUND" to "THE SUPPLIER" will be for services actually received and completed, within twenty calendar days of the submission and review of the relevant invoice by the Subdivision of Financial Resources attached to the Division of Administration of "THE FUND," as long as "THE SUPPLIER" has satisfactorily completed the provision of services and such payment is validated by "THE FUND."

The payment shall be made at the offices of the Subdivision of Financial Resources attached to the Division of Administration of "THE FUND" under the terms of the provisions set forth in this instrument, therefore, "THE FUND" shall make the respective payment after receipt and acceptance of the invoice.

Given the foregoing, in the event that "THE SUPPLIER" does not submit at the appointed time the documentation required for processing the payment, the date thereof shall be extended for the same number of days that the delay lasts.

The payment for Services shall be made in the domestic currency, providing that the prices indicated in the Clause Two of this contract are fixed and are not subject to any changes or any readjustment formula.



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"THE FUND " shall not provide "THE SUPPLIER" any advance payment for the performance of the services under this contract.

FIVE. OVERPAYMENT.- According to the provisions of Section XV of Article 56 of the Regulations of the Procurement Act for the Federal District, in the case of overpayments received by "THE SUPPLIER," the latter must repay the amounts of overpayments plus interest, from the moment they become due, until they are actually made available to "THE FUND," and they shall be calculated and computed under the terms of the provisions of Article 64, Paragraphs Three and Four, of the Procurement Act for the Federal District.

SIX. OBLIGATIONS OF "THE SUPPLIER." The obligations of "THE SUPPLIER" shall be as follows:

I. Provide the services described in Clause One under the terms expressly set forth in this contract and in the **TECHNICAL ANNEX**, which forms an integral part of this legal instrument.

II. Provide the services under this contract in the form and at the times stated and that such services are performed to the full satisfaction of "THE FUND."

III: Provide upon the completion of the service, the supporting documentation described in the Clause Ten.

SEVEN. REGARDING THE MISSING SERVICES.- "THE FUND" reserves the right to sue for the missing services covered by this legal instrument, determined jointly by "THE FUND" and "THE SUPPLIER," as long as these have resulted from the exclusive performance of "THE SUPPLIER;" in this case, "THE SUPPLIER" shall have a period of five business days to justify and prove any difference.

EIGHT. DELIVERY OF INFORMATION.- The information and materials necessary for the provision of services under this contract shall be delivered in accordance with the terms set out in the **TECHNICAL ANNEX**, which, duly signed, becomes an integral part of this contract, so that the time delays in the delivery of such information and materials for reasons attributable to "THE FUND" are not the responsibility of "THE SUPPLIER," as long as "THE SUPPLIER" expressly informs "THE FUND."

NINTH. LIFE OR PERIOD FOR PERFORMANCE. "THE PROVIDER" agrees to provide the services object of this agreement during the period from October 10 to December 31, 2014.

TENTH. DOCUMENTATION PROVING THE SERVICES.- "THE PROVIDER" agrees to deliver proof documentation to "THE FUND", as a result of the services hired, as described in the **TECHNICAL ANNEX** , which when duly signed shall form part of this agreement.

The documentation described above will be delivered to the offices of "THE FUND".

ELEVENTH: ASSIGNMENT OF RIGHTS.- "THE PROVIDER" agrees that it will not assign either in whole or in part the rights and obligations deriving from this agreement, or any part thereof, to any legal entities or individuals, except for the collection rights that correspond to it, in which case it shall obtain written authorization, in advance, from "THE



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FUND, as established in paragraph one of Article 61 of the Acquisitions Act for the Federal District.

TWELFTH. CONFIDENTIALITY.-**"THE PROVIDER"** agrees that it will not publish, divulge, provide, assign or communicate any information, statistical data, results or products of any kind, through any form of communications media, whether electronic, computerized, written, collective or individual, to third parties who are not part of this agreement, even after the conclusion of the effects of this document, either in whole or in part, deriving from the work developed by **"THE FUND"**, and which are the property of it.

Breach of this clause shall cause the application of the conventional penalties and later rescission of the agreement, without prejudice to any civil or criminal liability that may ensue, and which may be exercised by **"THE FUND"** before the conclusion of the agreement, as well as afterwards.

THIRTEENTH: EXCLUSIVE RIGHTS.- The rights to the materials provided to comply with the purpose of this agreement shall be the exclusive property of **"THE FUND"**; consequently **"THE PROVIDER"** shall for no reason reproduce, use or dispose of said documentation or information, for its own use or for that of any other party, except exclusively for the performance of the object of this agreement.

FOURTEEN. FORM AND TERMS OF THE PERFORMANCE BOND FOR THIS AGREEMENT.- Pursuant to Article 73 of Fraction III of the Acquisitions Act for the Federal District and Article 360 of the Tax Code for the Federal District **"THE PROVIDER"** shall guarantee compliance of this agreement through a certified check or check drawn on a bank institution of this place, deposit ticket, letter of credit or bond issued by an authorized institution, which shall be issued precisely and only to **Bancomer S.A. FIDEICOMISO F/30343-8 Fondo Mixto de Promoción Turística del Distrito Federal**, in the amount of **\$467,775.00** (Four Hundred Sixty Seven Thousand Seven Hundred Seventy Five Pesos 00 /100 MN.), equivalent to 15% of the total amount of this agreement.

The performance bond referred to here shall be delivered by **"THE PROVIDER"** on the date of execution of this agreement, and at the legal offices of **"THE FUND"**.

In the event said guarantee is in the form of a bond, then the following legends shall be included among the text of the bond:

"The bonding institution submits to the procedure for summary execution established in Article 93, 94, 95, 95 bis, 118 and 128 of the Federal Bonding Institutions Act and grants its consent with regard to Article 119 of said law".

"The contract performance bond can be cancelled only in accordance with the terms of Article 365 of the Tax Code for the Federal District, and shall remain in effect during the period of all legal recourses or proceedings that may be filed until final order is handed down by a competent authority".

The performance bond for this agreement shall be executed after the exhaustion of all conventional penalties referred to herein.



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In the event the life of this agreement is extended or if the services are increased, then the performance bond shall remain in effect in the same proportion; however **"THE PROVIDER"** agrees to provide **"THE FUND"** with a new insurance policy in the same percentage and amount of the change.

The performance bond can be cancelled only when **"THE PROVIDER"** has accredited its compliance with all of the obligations undertaken under the terms of this agreement, and upon written authorization granted to it by **"THE FUND"**.

FIFTEEN. CONVENTIONAL PENALTIES.- In the event **"THE PROVIDER"** incurs any delays in providing the services, breaches any of the conditions established herein or fails to provide the services object of this agreement on the date set for same, or if the services provided hereunder do not meet the specifications set or are of deficient quality as specified in the **TECHNICAL ANNEX**, a conventional penalty of 2.5% of the total value of the services not provided or of deficient quality shall be levied for each calendar day of breach, charged directly in the corresponding invoice, not including Added Value Tax, up to the percentage set forth for the performance bond of this agreement, in accordance with the provisions of Articles 57 and 58, paragraph one of the Regulation for the Acquisitions Act for the Federal District. In the event said breach should continue, then upon the expiration of the period applicable for the conventional penalties, this agreement shall be rescinded together with any amendments that may have been executed, in accordance with the provisions of Articles 63 and 64 of the above referred to regulation, and without prejudice to the provisions of Clause Nine of this Agreement.

In the event of any delay in delivery of the work by **"THE PROVIDER"** is caused by **"THE FUND"**, then the conventional penalty shall be void and not applicable.

"THE FUND" shall for no reason authorize any pardon of sanctions levied for breach or delay in the performance of the services, when these are attributable to **"THE PROVIDER"**. When the conventional penalties are equivalent to 15% of the total contract amount, not including VAT, the contract shall be rescinded by administrative procedure.

SIXTEEN. EXTENSION, FORCE MAJEURE OR ACTS OF GOD.-**"THE PROVIDER"** shall not be subject to the conventional penalty stipulated in the preceding clause when said breach derives from the granting of an extension or an event of force majeure or an act of God, as established in Article 58, paragraph two of the Regulation for the Acquisitions Act for the Federal District.

SEVENTEEN.- LABOR RELATIONS.-**"THE PROVIDER"** as businessman and the sole employer of each and all of the individuals involved in performing and providing the services agreed in herein shall be solely responsible for all legal and social security obligations; it shall be solely responsible for and pay all wages and the corresponding benefits to the personnel hired to comply with the purpose of this agreement, including taxes and tax duties and benefits, among other things, such as contributions to the Mexican Social Security Institute, caused by the work performed by personnel of **"THE PROVIDER"**, as well as all obligations for which it is responsible under the terms of this agreement and all the respective provisions of law. Consequently, **"THE FUND"** shall not make any withholdings from amounts due pursuant to this agreement, nor shall it at any time be considered as a joint or substitute employer,



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and "THE FUND" is released of any claim that may be made for said concept. Consequently, "THE PROVIDER" shall be responsible for all claims that may be filed against "THE FUND", as provided in Article 13 of the Federal Labor Law. "THE PROVIDER" shall likewise be responsible for and resolve, among other things, within the briefest period of time possible, any conflict of any kind that may arise between "THE FUND" and the personnel hired by "THE PROVIDER", to carry out the purpose of this agreement.

"THE PROVIDER" acknowledges that there is no element of subordination under this agreement between "THE FUND" and the personnel hired or to be hired by "THE PROVIDER"; consequently, the latter agrees to release and hold "THE FUND", any administrative unit or attached public servant, harmless from any claim or liability that may arise from any legal, administrative, criminal, labor or social security conflict or responsibility with the personnel hired by "THE PROVIDER".

In the event that "THE FUND" is required to pay any amount incurred as a result of any claim that may be filed against it as a result of any decision by a competent authority, notwithstanding the terms of the foregoing paragraph, then "THE PROVIDER" shall immediately reimburse the amount disbursed to "THE FUND", or effective that moment authorize the deduction of said amount from any payment due as compensation for the services provided and to be paid under the terms of Clause Two of this agreement.

EIGHTEEN. "THE PROVIDER" agrees that "THE FUND" can verify due observance of social security benefits with the Mexican Social Security Institute (IMSS for the Spanish acronym). Said verification can be on a random basis and through the corresponding delegations, as well as through registrations of new employees providing the services object of this agreement. Any breach or anomaly that may be found shall be immediately reported by "THE FUND" to the Mexican Social Security Institute, the Department of Labor and to Foment Employment for the actions required by law.

NINETEEN. PATENTS, TRADEMARKS, COPYRIGHTS AND CODES RELATED TO THE SERVICES. -"THE PROVIDER" shall be solely responsible for any violations that may derive from undue or incorrect use of trademarks, licenses, third party copyrights or any other code that may arise from providing the services object hereof, used by it, "THE PROVIDER" agrees to hold a "THE FUND" harmless from any claim or dispute that may derive from said matters.

TWENTY. SUPERVISION.- "THE FUND", shall be allowed, at any time, to verify that the service performed under the terms of this agreement are being performed by "THE PROVIDER" in accordance with the terms of this agreement and the instructions given pursuant to it, and "THE PROVIDER" shall at all times comply with the instructions issued by "THE FUND", and "THE FUND" can at any time test the quality and compliance of the services provided through the inspection visits that it deems appropriate.

If "THE PROVIDER" fails to comply, "THE FUND" may opt for the administrative rescission of this agreement. Likewise, "THE FUND" may list in writing for "THE PROVIDER" all observations and indications that it deems pertinent regarding compliance with this instrument. "THE PROVIDER" on the other hand



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agrees to deal with said observations. In the event it fails to do so "THE FUND" shall request that "THE PROVIDER" comply with the agreement or shall proceed with the administrative rescission of this Agreement, as well as apply the conventional penalties or collect the harm and damages caused.

TWENTY ONE. "THE PROVIDER" agrees that "THE FUND" shall coordinate, relate, supervise and report on the correct performance of the services of this agreement, as well as carry out all actions inherent to this legal document, as agreed or under instructions received from "THE FUND".

TWENTY TWO. ADMINISTRATIVE RESCISSION.-

I. "THE FUND" can rescind this agreement at any time pursuant to administrative procedure, without further responsibility, as a result of the breach of any of the obligations set forth herein, for causes that are the fault of "THE PROVIDER", unless said breach derives from an event of force majeure or an act of God as established in paragraph two of Article 58 of the Regulation for the Acquisitions Act for the Federal District.

II.- "THE FUND" may opt to decide between demanding compliance with the terms of this agreement or rescinding it by administrative procedure for causes that are the responsibility of "THE PROVIDER".

III. In the event "THE FUND" decides to rescind this agreement for causes that are the responsibility of "THE PROVIDER", it shall likewise rescind any amendments that may have been executed, upon exhaustion of the conventional penalties; or it can demand payment of any harm or damages incurred under the terms of Articles 57 and 58 of the Regulation for the Acquisitions Act for the Federal District.

IV. If the decision calls for an administrative procedure for rescission, it shall be started within 5 (five) business days following the final date of the period to execute the conventional penalties, under the terms of Article 42, paragraph two of the Acquisitions Act for the Federal District.

In the event "THE PROVIDER" should breach or violate any of the obligations set forth herein, "THE FUND" may opt to demand compliance with the agreement, or declare the administrative rescission of it, besides applying the corresponding conventional penalties.

TWENTY THREE. ANNULMENT OF THE AGREEMENT.- In the event that any of the recitals should be false or if "THE PROVIDER" should, during the life of this agreement, incur in one or various of the events set forth in recitals II. 8 and II.9 then this agreement shall be null and void in accordance with the provisions of Article 2225 of the Civil Code for the Federal District, independently of any action that may be executed by "THE FUND".

TWENTY FOUR. AMENDMENTS.- "THE FUND" can, under its own responsibility and for founded reasons, amend this agreement in writing and under the conditions set forth herein, in accordance with the provisions of Articles 65 and 67 of the Acquisitions Act for the Federal District.

Any amendments shall not refer to prices, advances, progressive payments, specifications and any change that would in general imply granting more advantageous conditions to "THE PROVIDER", in comparison with those originally established,



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in accordance with Article 68 of the Acquisitions Act for the Federal District.

TWENTY FIVE. TEMPORARY OR PERMANENT SUSPENSION OF THE AGREEMENT.- "THE FUND" can at any time suspend all the services hired or any part hereof, temporarily or permanently as well as the corresponding payment by mutual agreement of the parties, for reasons of public or general interest, an event of force majeure or act of God, duly justified, with no further responsibility on the part of "THE FUND", in accordance with the provisions of Fraction XIV of Article 56 of the Regulation for the Acquisitions Act for the Federal District, with the prior opinion and/or instruction from the General Comptroller for the Federal District as part of its functions, pursuant to Article 35 paragraph two of the Acquisitions Act for the Federal District.

The provisions of this agreement can remain in effect when the causes for its temporary or partial suspension have disappeared.

TWENTY SIX. EARLY TERMINATION.- "THE FUND" can terminate this agreement, in advance, for reasons of public or general interest, events of force majeure or acts of God, or by mutual agreement of the parties, with no further responsibility on the part of "THE FUND", in accordance with Fraction XIV of Article 56 of the Regulation for the Acquisitions Act for the Federal District, with the prior opinion of the General Comptroller for the Federal District as part of its functions, in accordance with Article 69 paragraph three of the Acquisitions Act for the Federal District.

The early termination of this agreement by "THE FUND" by mutual consent of the parties, said consent shall be formalized by means of an early termination agreement of the principal services agreement.

TWENTY SEVEN. SERVICE GUARANTEE.- "THE PROVIDER" guarantees that the services provided shall be optimum, direct, confidential and uninterrupted.

TWENTY EIGHT. HIDDEN VICES.- "THE PROVIDER" agrees that it shall be responsible for and pay all risk of defects, hidden vices and deficient quality in the services provided, as well as any other liability that may have been incurred, under the terms established herein. "THE FUND" can likewise and at any time make the visits and proofs that it may deem appropriate to effectively test the quality and compliance in the use of materials and the services hired, in accordance with the provisions of Article 70 of the Acquisitions Act for the Federal District supplemented by the applicable provisions of the Civil Code for the Federal District. In the event that any irregularities are detected, the respective contracts may be subject to rescission.

TWENTY NINE. HARM AND DAMAGES.- In the event "THE PROVIDER" fails to comply with the obligations deriving from this agreement in accordance with the guidelines and characteristics set forth herein, "THE FUND" may demand payment of the harm and damages that may result when said amount is greater than the amount stipulated in the conventional penalties.

THIRTY.- NOTICES.- All notices to be served between the parties shall be addressed to the respective legal offices indicated herein, and shall be understood as served when made in writing. Any communication or notice between the parties with regard to cancellations and/or amendments to the



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Agreement shall likewise be made in writing, and when applicable with the corresponding justification of it.

THIRTY ONE.-RECOGNITION OF THE AGREEMENT.- This agreement constitutes the entire agreement between the parties with regard to the purpose set forth herein, and any other negotiations, obligation or communication between the parties, verbal or written, entered prior to the date of execution of this agreement, is null and void.

Both parties acknowledge that the general clauses of this agreement derive mainly from the Acquisitions Act for the Federal District, its Regulation, Standards on the Administration of Standards contained in Circular One 2014, General Principles of Law and Principles of Administrative Law; and agree to submit to each and all of the clauses of this agreement.

THIRTY TWO.JURISDICCIÓN.- This agreement as well as anything not expressly set forth herein, shall be interpreted and performed under the jurisdiction of the competent Courts of the Federal District, and the parties expressly waive any other jurisdiction to which they may be entitled because of their present or future domicile, or for any other reason.

The parties hereto have read and understand the contents, scope and legal effect hereof, and sign this agreement in triplicate, in Mexico City, the Federal District, on the 10th day of October 2014; and two copies shall remain in the possession of "THE FUND" and one in the possession "THE PROVIDER".

THE PROVIDER

FOR "THE FUND"

Original Spanish Language Version is signed
JOSHUA PAUL KAUFMAN
GENERAL REPRESENTATIVE OF CMGRP,
INC.

Original Spanish Language Version is signed
ARMANDO LÓPEZ CÁRDENAS

CHAIRMAN

REVIEWED

Original Spanish Language Version is signed
FEDERICO PEÑA ARTEAGA
DIRECTOR OF ADMINISTRATION

**LEGAL REVIEW
FOR "THE FUND"**

Original Spanish Language Version is signed
NORALIA DE LA CRUZ RUÍZ
ASSISTANT DIRECTOR FOR CONTRACTS
AND
AGREEMENTS

The foregoing signatures form part of Service Agreement No. CT – 156/2014 by and between the Fondo Mixto de Promoción Turística del Distrito Federal and CMGRP, INC., which together with its Technical Annex, is comprised of 17 pages, printed on the face.



FONDO MIXTO DE PROMOCIÓN TURÍSTICA
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**Technical Annex
Public Relations Agency**

Objectives:

To internationally promote Mexico City through the experience and knowledge of an International Public Relations Agency to develop an appropriate strategy to promote Mexico City in the markets of the United States and Canada.

Completion Date:

October 10 – December 31

Service Description:

1) Strategic Planning

Design and develop a public relations strategy and media relations for Mexico City, including:

- Review and analyze sensations and the climate in North America, as well as the results of a traditional and social investigation regarding subjects, problems, and key tones.
- Research current air transportation markets as well as their capacity and frequency
- Schedule a meeting with the agency in Mexico City
- Provide perceptions and knowledge of the local market regarding trends, distribution dynamics, information on consumers and analysis of the competition.
- Develop a communications strategy and public relations plan.
- Develop a platform for the sending and receipt of messages, as well as key points for messages.
- Develop lists of target media and begin to reach national and regional markets of North America (television, radio, newspapers, magazines and Internet), including media in key markets such as New York, Chicago, Los Angeles, Atlanta, Miami, Dallas, Houston, New Orleans and Toronto.
- Define goals and high points.
- Provide continuous consulting and strategic planning.
- Research and recommend attendance at fairs and special media events where Mexico City is host or sponsor.

Deliverables

- Reports, including a work plan, relational marketing, media, research and analysis, breakdown of air transportation, competition analysis, promotions, goals, objectives, strategic plan, market information with results of the strategy and immediate actions to be taken.

2) Media Relations

Develop high activity campaigns with the media, including:



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- Prepare an editorial calendar to maintain relations with the media that target consumers and stores.
- Establish a monitoring of the media and some report delivery process
- Monitor and respond to the corresponding media coverage
- Respond to questions by the media, addressed to all forms of the communications media
- Prepare and distribute at least 2 press releases per month.
- Review current press materials and begin to draft new press packages (including data sheets, general layouts of the destination and other materials).
- Consult on crisis management as required.
- Maximize return on investment for media relations through a connection of key elements.

Deliverables

- Provide press releases
- Monthly Reports
- Number of calls with the media per month
- Number of contacts with the media per month
- At least 2 (two) press releases per month (press releases, press alerts or subjects of interest to the media)
- Launch of stories (30% printed, 60% on line, 10% in mass media transmissions).
- Provide Monthly Return on Investment/ media impressions
- Provide up to date press lists
- Generate and deliver summarized reports at the conclusion of the programs

3) Develop a program of visits to the newspaper media

- Organize at least 1 (one) individual press visit.
- Define the angles of stories during press visits, generate invitations, subjects of interest to the media, and organize itineraries and transportation.
- Begin the planning and logistics for the 1st group trip, including media lists and scope, invitations, itineraries, hotel reservations, airline reservations and arrangements for land transportation.

Deliverables

- Complete report for visits from the press, with photographs of activities, a brief biography, agenda and follow up.

4) Security and escort for the representative of Mexico City on at least 3 editorial appointments in New York City.

- Coordinate training of key executives for appearances in the media
- Evaluate the creation of an influence program and work with key representatives.
- Take advantage of timely alliances.



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Deliverables

- Agenda
- Complete report of the activities with photographs, appointment diary, a brief biography and follow-up.

5) Strategic projects

- Support for unplanned events, publicity campaign, additional special projects focused on the international tourism market; characteristics and principal requirements shall be coordinated with the schedule and logistics for participation in each event.

Deliverables

- Complete report for each Project, with agenda, photograph of activities, list of participants, impact and attendance indicators.

"THE PROVIDER"

Requesting Area

Original Spanish Language Version is signed
Joshua Paul Kaufman

General Advisor of CMGRP, INC.

Original Spanish Language Version is signed
María Goretti Alfaro Ramírez

**Director of Strategic Assessment and
Information**

**For the Fondo Mixto de
Promoción Turística del Distrito Federal**

The above signatures form part of the Technical Annex, which is comprised of 3 pages printed on the front, attached to Service Agreement No. CT 156/2014 by and between the Fondo Mixto de Promoción Turística del Distrito Federal and CMGRP, Inc.

CMGRP, Inc. d/b/a Weber Shandwick

Registration No. 3911

Attachment to Amendment to Registration Statement

Exhibit 4.2

[logo:]
MEXICO CITY
Deciding Together

JOINT TOURISM PROMOTION FUND
OF THE FEDERAL DISTRICT

AMENDMENT TO AGREEMENT No. CT-156/2014
CMGRP, INC.

AMENDMENT TO THE SERVICE AGREEMENT CORRESPONDING TO THE FISCAL YEAR OF 2014, ENTERED INTO BY THE PARTY OF THE FIRST PART, BBVA BANCOMER, SOCIEDAD ANÓNIMA, FULL-SERVICE BANK, BBVA BANCOMER FINANCIAL GROUP (AS SUCCESSOR OF BBVA BANCOMER SERVICIOS, SOCIEDAD ANÓNIMA, FULL-SERVICE BANK, BBVA BANCOMER FINANCIAL GROUP, WHICH, IN TURN, WAS THE SUCCESSOR OF BANCOMER, SOCIEDAD ANÓNIMA, FULL-SERVICE BANK, BBVA BANCOMER FINANCIAL GROUP), AS TRUSTEE IN THE TRUST ENTITLED "JOINT TOURISM PROMOTION FUND OF THE FEDERAL DISTRICT", IDENTIFIED BY NUMBER "F/30343-8" ("F" SLASH THIRTY THOUSAND THREE HUNDRED FORTY-THREE DASH EIGHT), WHICH HEREINAFTER IN THE BODY OF THIS AGREEMENT WILL BE REFERRED TO AS "THE FUND", REPRESENTED IN THIS ACT BY ARMANDO LÓPEZ CÁRDENAS, IN HIS CAPACITY AS GENERAL DIRECTOR, AND C. FEDERICO PEÑA ARTEAGA, IN HIS CAPACITY AS ADMINISTRATIVE DIRECTOR OF "THE FUND", AND THE PARTY OF THE SECOND PART, THE COMPANY NAMED CMGRP, INC., WHICH HEREINAFTER WILL BE REFERRED TO AS "THE PROVIDER", REPRESENTED IN THIS ACT BY JOSHUA PAUL KAUFMAN, IN HIS CAPACITY AS GENERAL COUNSEL, PURSUANT TO THE FOLLOWING RECITALS, REPRESENTATIONS AND CLAUSES:

RECITALS

A) On October 10, 2014, "THE FUND" and "THE PROVIDER" entered into service agreement number CT-156/2014.

B) The subject of the agreement was stated in Clause One:

FIRST. SUBJECT OF THE AGREEMENT AND ITEMIZED DESCRIPTION OF THE SERVICES.- The subject of this agreement is for "THE PROVIDER" to perform the "promotion of Mexico City through a Public Relations Agency in the United States and Canada" from October 10 to December 31, 2014.

The services described above must be performed to the full satisfaction of "THE FUND" in accordance with the itemized description that is provided in the **TECHNICAL APPENDIX**, which was duly signed and forms and integral part of this agreement.

C) In accordance with what is stipulated in Clause Two of the aforementioned agreement, "THE FUND" was obligated to pay "THE PROVIDER" the total amount of MXN 3,118,500.00 (Three million one hundred eighteen thousand five hundred 00/100 pesos), taxes not included, as they are not applicable thereto pursuant to the terms of the Agreement between the government of the United Mexican States and the government of the United States of America to avoid double taxation and prevent tax evasion concerning income taxes and its protocol published in the Official Federal Gazette on February 3, 1994, updated by the protocols that modify them published in the Official Federal Gazette on January 25, 1996, and July 22, 2003.

D) That the term or period of execution will be from October 10 to December 31, 2014.

E) That "THE FUND", in Clause Twenty-Four of the Service agreement in question, established the possibility of being modified under its agreed-upon terms and conditions, all or in part.

[initials]

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MEXICO CITY
Deciding Together

JOINT TOURISM PROMOTION FUND
OF THE FEDERAL DISTRICT

AMENDMENT TO AGREEMENT No. CT-156/2014
CMGRP, INC.

F) That on October 13, 2014, the Office of Strategic Information and Evaluation of "THE FUND" detected an error in the wording of subsection 4 of the Technical Appendix and, by way of notice no. FMPTDF/DIEE/160/2014, addressed to the Office of Material Resources and General Services of "THE FUND", requested the clarification of the TECHNICAL APPENDIX of agreement CT-156/2014.

In view of the foregoing recitals, the parties make the following:

REPRESENTATIONS

I.- "THE FUND", BY WAY OF ITS LEGAL REPRESENTATIVES:

I.1.- Approves the representations made in agreement CT-156/2014, provided that they have not been changed as of this date.

II.- "THE PROVIDER":

II.1.- States its consent with regard to the modifications that are necessary for completely fulfilling the purpose of Service Agreement No. CT-156/2014 consisting of the "Promotion of Mexico City through a Public Relations Agency in the United States and Canada", from October 10 to December 31, 2014.

III.- "THE PARTIES":

III.1.- State under penalty of perjury that in this instrument there is no willful misconduct, injury or bad faith; in addition, they mutually enter into this agreement clarifying subsection 4) of the TECHNICAL APPENDIX of agreement no. CT-156/2014 related to the title of the subsection.

III.2.- The parties mutually acknowledge each other's legal status and powers that they hold in the principal agreement, which have not been revoked, limited, modified or restricted in any way. Therefore, "THE PROVIDER" and "THE FUND" are bound pursuant to the terms of the following:

CLAUSES

ONE. SUBJECT OF THE MODIFICATION TO AGREEMENT No. CT-156/2014.- This agreement specifies the scope of subsection 4) of the Technical Appendix to the aforementioned Agreement in the following terms:

It states: Security and escort for the representative from Mexico City on at least 3 editorial appointments in New York City.

It should state: Ensure appointments and accompany the representative from Mexico City on at least three editorial appointments in New York City.

[initials]

[logo:]
MEXICO CITY
Deciding Together

JOINT TOURISM PROMOTION FUND
OF THE FEDERAL DISTRICT

AMENDMENT TO AGREEMENT No. CT-156/2014
CMGRP, INC.

TWO. ACKNOWLEDGMENT OF MODIFICATIONS.- The parties acknowledge that the special clarification is necessary for subsection 4) of the **TECHNICAL APPENDIX** of Service Agreement **CT-156/2014** for the services consisting of the "Promotion of Mexico City through a Public Relations Agency in the United States and Canada" from October 10 to December 31, 2014, and "**THE PROVIDER**" is bound under the same terms indicated in the principal agreement.

THREE. PERFORMANCE OF THE SERVICES.- For the purposes of this agreement, "**THE PROVIDER**" is obligated to perform all of the services contracted by "**THE FUND**", in accordance with the modifications made to the **TECHNICAL APPENDIX** of Service Agreement No. **CT-156/2014**.

FOUR. ACKNOWLEDGMENT OF THE OBLIGATIONS.- With the exception of the clarification established in this instrument, "**THE PROVIDER**" and "**THE FUND**" agree to leave intact the remaining provisions of Service Agreement No. **CT-156/2014** dated October 10, 2014 under their terms and having all of their legal effects; as well as the **TECHNICAL APPENDIX** that forms an integral part thereof.

FIVE. INTERPRETATION.- For the interpretation and fulfillment of this agreement, and for all other matters not expressly stipulated herein, "**THE FUND**" and "**THE PROVIDER**" submit themselves to the jurisdiction of the competent courts of Mexico City, Federal District, expressly waiving any jurisdiction that may correspond to them due to their present or future domiciles or for any other reason.

In witness whereof, the parties have read and are aware of the content, scope and legal force hereof, and they sign the bottom and margins of four copies on the 14th of the month of October of 2014, with two copies remaining in the possession of "**THE FUND**" and one copy in the possession of "**THE PROVIDER**".

"THE PROVIDER"
Original Spanish Language Version is signed
JOSHUA PAUL KAUFMAN
GENERAL COUNSEL OF CMGRP, INC.

"THE FUND"
Original Spanish Language Version is signed
ARMANDO LÓPEZ CÁRDENAS
GENERAL DIRECTOR

REVIEW
Original Spanish Language Version is initialed
FEDERICO PEÑA ARTEAGA
ADMINISTRATIVE DIRECTOR

[initials]

[logo:]
MEXICO CITY
Deciding Together

JOINT TOURISM PROMOTION FUND
OF THE FEDERAL DISTRICT

AMENDMENT TO AGREEMENT No. CT-156/2014
CMGRP, INC.

REQUESTING DEPARTMENT
Original Spanish Language Version is signed
MARÍA GORETTI ALFARO RAMÍREZ
DIRECTOR OF STRATEGIC INFORMATION
AND EVALUATION

LEGAL REVIEW BY "THE FUND"
Original Spanish Language Version is signed
NORALIA DE LA CRUZ RUÍZ
ASSISTANT DIRECTOR OF AGREEMENTS
AND CONTRACTS

The signatures above pertain to the AMENDMENT TO AGREEMENT No. CT-156/2014 entered into by and between the Joint Tourism Promotion Fund of the Federal District and CMGRP, INC., which is stated on 3 pages printed on the front side.

CMGRP, Inc. d/b/a Weber Shandwick

Registration No. 3911

Attachment to Amendment to Registration Statement

Exhibit 4.3

SERVICE PROVISION CONTRACT FOR THE FISCAL YEAR 2015 ENTERED INTO, FOR THE ONE PARTY, BY BBVA BANCOMER, SOCIEDAD ANÓNIMA [Business Corporation], MULTIPLE BANKING INSTITUTION, FINANCIAL GROUP BBVA BANCOMER (AS SUCCESSOR OF BBVA BANCOMER SERVICIOS, SOCIEDAD ANÓNIMA, MULTIPLE BANKING INSTITUTION, FINANCIAL GROUP BBVA BANCOMER, WHICH IN TURN WAS SUCCESSOR OF BANCOMER, SOCIEDAD ANÓNIMA, MULTIPLE BANKING INSTITUTION, FINANCIAL GROUP BBVA BANCOMER), AS TRUSTEE IN THE TRUST "JOINT TOURISM PROMOTION FUND OF THE FEDERAL DISTRICT," IDENTIFIED WITH NUMBER "F/30343-8 ("F" SLASH THIRTY THOUSAND THREE HUNDRED AND FORTY-THREE DASH EIGHT), WHICH HEREINAFTER IN THE BODY OF THIS CONTRACT SHALL BE CALLED "THE FUND," REPRESENTED HEREIN BY ARMANDO LÓPEZ CÁRDENAS, IN HIS CAPACITY OF GENERAL DIRECTOR, AND MR. FEDERICO PEÑA ARTEAGA, IN HIS CAPACITY OF MANAGEMENT DIRECTOR OF "THE FUND," AND, FOR THE SECOND PARTY, THE LEGAL ENTITY NAMED CMGRP, INC., WHICH HEREINAFTER SHALL BE CALLED "THE SUPPLIER," REPRESENTED HEREIN BY JOSHUA PAUL KAUFMAN, IN HIS CAPACITY OF GENERAL COUNSEL, PURSUANT TO THE FOLLOWING BACKGROUND, STATEMENTS AND CLAUSES:

FACTUAL BACKGROUND

A) The last paragraph of Article 2 of the Organic Law of Public Administration of the Federal District provides that public trusts are the entities that comprise the Public Administration of Government-Owned Companies.

B) Article 43 of the Organic Law of Public Administration of the Federal District provides that public trusts are those contracts whereby the Public Administration of the Federal District, through the Secretary of Finance in its capacity as trustee, allocates certain assets to a specific lawful purpose, entrusting the realization of this purpose to a trust for the purpose of assisting the Head of Government in carrying out the duties legally corresponding thereto; consequently, Article 45 of the aforementioned law provides that in order to handle the operation of the entities of the Federal District, the Head of Government shall group them by sector, taking into account the purpose of each and the powers that the Law attributes to the agencies of the Public Administration of the Federal District.

C) Article 12 of the Law on Budget and Efficient Expenditures of the Federal District provides that the public trusts under the Public Administration of the Federal District shall have as purpose assisting the Head of Government of the Federal District, by conducting priority activities or functions legally corresponding thereto.

D) "THE FUND" is a government-owned entity of the Public Administration of the Federal District, established under the terms of the provisions of Articles 42, 43, 44, 45, 46, 47, 48, and 49 of the Law on Tourism of Mexico City, whose primary function is to implement, advise and finance the plans, programs and actions of Tourism Promotion of the Federal District.

E) "THE FUND" seeks to contribute to the timely and effective implementation of programs promoting tourism, with the anticipation required by the campaigns, events and tourist seasons; implementing programs to promote, encourage and improve



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tourism activities and the image of the Mexico City, through the development and dissemination of promotional campaigns and national and international advertising; furthermore and in accordance with Section X of Article 43 of the Law on Tourism of Mexico City, it has within its powers, all those that enable the realization of its objectives.

In accordance with the foregoing and pursuant to the provisions in the agreement establishing the Trust, which is amended through the first amendment agreement in Clauses Five, Subsection e), Paragraph 10, and Nine, Subsection d), respectively, it is provided that: the specific purposes of the Joint Tourism Promotion Fund of the Federal District, are, in general, all those that enable the realization of its objectives, as well as the promotion and improvement of tourism activity in Mexico City.

Once considered the foregoing background, the parties make the following:

STATEMENTS

I.- REGARDING "THE FUND" THROUGH ITS LEGAL REPRESENTATIVES:

I.1.- That "BBVA Bancomer", Sociedad Anónima, multiple banking institution, financial Group BBVA Bancomer, is a credit institution legally constituted to act as Trustee Institution, under the laws of the Mexican United States.

I.2.- That by means of notarial instrument number sixty-six thousand seven hundred and twenty-one of November 16, 2000, granted in the presence of Mr. Carlos de Pablo Serna, Notary Public One Hundred Thirty Seven of the Federal District, registered on commercial folios numbers sixty four thousand ten and sixty three thousand three hundred of the Public Registry of Property and Commerce of the Federal District, "BBVA Bancomer," SOCIEDAD ANÓNIMA, MULTIPLE BANKING INSTITUTION, FINANCIAL GROUP BBVA BANCOMER, under the name "Bancomer," SOCIEDAD ANÓNIMA, MULTIPLE BANKING INSTITUTION, FINANCIAL GROUP BBVA BANCOMER, split into "ESCINDIDA DE BA" [Spinoff company of BA], SOCIEDAD ANÓNIMA, to which it transferred part of its assets, paid corporate capital and equity, and "ESCINDIDA DE BA," SOCIEDAD ANÓNIMA itself, as merging company, merged with "BANCO BILBAO VIZCAYA - MEXICO," SOCIEDAD ANÓNIMA, MULTIPLE BANKING INSTITUTION, FINANCIAL GROUP BBVA BANCOMER, later called "BBVA BANCOMER SERVICIOS," SOCIEDAD ANÓNIMA, MULTIPLE BANKING INSTITUTION, FINANCIAL GROUP BBVA BANCOMER, which as the merging company acquired universally all assets and liabilities and in general the equity of the merging company, and as a result of the merger became new trustee in the trust in question "BBVA BANCOMER SERVICIOS," SOCIEDAD ANÓNIMA, MULTIPLE BANKING INSTITUTION, FINANCIAL GROUP BBVA BANCOMER; and by means of notarial instrument number ninety six thousand and fifty four, of July 21, 2009, granted in the presence of Mr. Carlos de Pablo Serna, Notary Public One Hundred Thirty Seven of the Federal District, registered on the commercial folio number sixty four thousand and ten and also on commercial folio number sixty three thousand three hundred of the aforementioned Registry, "BBVA BANCOMER SERVICIOS," SOCIEDAD ANÓNIMA, MULTIPLE BANKING INSTITUTION, FINANCIAL GROUP BBVA BANCOMER, as merging company which ceased to exist, merged with "BBVA BANCOMER," SOCIEDAD ANÓNIMA, MULTIPLE BANKING INSTITUTION, FINANCIAL GROUP BBVA BANCOMER, as the merging company which subsists, which universally acquired all assets, liabilities and corporate capital of the merging company and became the new trustee in the trust in question.



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I.3.- That on October 30, 2001, the Covenant was signed by which the Trust Agreement described in statement I.2 is amended, which the Technical Committee of "THE FUND" took cognizance in its Twenty-Sixth Ordinary Session, by means of the resolution number FMPT -DF/18-02-02/209 dated February 18, 2002. Furthermore, on May 3, 2002 the Second Amendment Agreement to the aforementioned Trust Agreement was signed, in accordance with the express instructions of the Technical Committee issued during the session and by means of the aforementioned agreement. The Third Amendment Agreement of the Trust Agreement was rendered on September 30, 2004, under the resolutions FMPT-DF/27-03-03/280 and FMPT-DF/15-12-03/291, issued during the Thirtieth and Thirty-Third Ordinary Sessions of the Technical Committee of "THE FUND," respectively; and on October 14, 2010, the Fourth Amendment Agreement to the oft-cited Trust Agreement was formalized.

I.4.- That "THE FUND" has a Governing Body called the Technical Committee, chaired by the head of the Secretary of Tourism of the Federal District.

I.5.- That Mr. Armando López Cárdenas was appointed Director General of the Joint Tourism Promotion Fund of the Federal District, by the Head of Government of the Federal District, Dr. Miguel Ángel Mancera Espinosa, by means of appointment issued in his favor on February 1, 2013, which the Technical Committee of "THE FUND" took cognizance and adopted during its First Ordinary Session on February 14, 2013, by resolution number SO/01/01/2013, so that, pursuant to the provisions of Articles 54, Sections I and II, and 71, Sections I, VI, IX and XI of the Organic Law on Public Administration of the Federal District, it has the authority to enter into this contract.

I.6.- That Mr. Federico Peña Arteaga was appointed Managing Director of the Joint Tourism Promotion Fund of the Federal District, by appointment issued in his favor on April 16, 2013, of which the Technical Committee of "THE FUND" took cognizance and adopted during its First Extraordinary Session of April 16, 2013, by means of resolution number SE/01/01/2013.

I.7.- That "BBVA BANCOMER", SOCIEDAD ANÓNIMA, MULTIPLE BANKING INSTITUTION, FINANCIAL GROUP BBVA BANCOMER, together conferred its signature among them, on Mr. Armando López Cárdenas and Mr. Federico Peña Arteaga, for the General Power of Attorney for Acts of Administration and Lawsuits and Collections, which is accredited by public notary instrument number 108,266 dated September 2, 2013, granted under Oath by the Notary Public Number 137, Mr. Carlos de Pablo Serna, which has not been revoked, modified or limited in any way, the foregoing on the terms of Resolutions numbers SO/01/01/2013 at its First Ordinary Session held on February 14, 2013 and SE/01/01/2013 at its First Extraordinary Session held on April 16, 2013.

I.8.- That they appear at the signing of this contract in accordance with the provisions of the Clause Five, Paragraph h), Clause Eight, Paragraphs k) and l), as well as Clause Nine, Paragraph d) of the agreement creating "THE FUND," which are amended by means of the Covenant amending the instrument identified and described in the statement I.3 of this contract.

I.9.- That by means of official letter number SFDF/SE/0072/2015 dated January 5, 2015, signed by Ms. Victoria Rodríguez Ceja, Undersecretary of Expenditures of the Secretary of Finance of the Federal District, communicates to "THE FUND" the budget ceiling approved by the Legislative Assembly of the Federal District for fiscal year 2015.

I.10.- That "THE FUND" has the authority to hire the services set forth in Clause One of this contract, in accordance with the authorization of the



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Technical Committee of the trust, through Resolution **SO/05/14/2014**, issued in its Fifth Ordinary Session held on December 10, 2014.

I.11.- That to meet the objectives of the trust stated in background "E" and statement I.2, "**THE FUND**" requests the services of "**THE SUPPLIER**," pursuant to "International Tourism Promotion Campaign of Mexico City 2015" project.

I.12.- That "**THE FUND**" has adequate budget to cover the outlays arising from this contract, as is clear from the **servicé order number 24**, received on January 13, 2015, as well as the budgetary item **3992**

"**Services for the promotion of tourist, cultural, recreational, and sporting sites of the Federal District**," which shall be applied to meet the payment to "**THE SUPPLIER**."

I.13.- That pursuant to the provisions of **Articles 134 of the Political Constitution of the Mexican United States; 27, Subsection C), 28, 52, and 54, Section II Bis, antepenultimate and penultimate paragraphs of the Procurement Act for the Federal District**, the award of this contract was performed according to the procedure of Direct Award by Exception to the Public Tender, adopted at the First Extraordinary Session of the Subcommittee on Procurement, Leasing and Provision of Services of "**THE FUND**," on **January 29, 2015**, by means of **case number 02**.

I.14.- That its tax domicile is located at **Avenida Universidad número 1200, Colonia Xoco, Delegación Benito Juárez, Código Postal 03330, Distrito Federal, México**, with Federal Taxpayer Registry Number **BFT981116LE8**.

I.15.- That in accordance with **Sectorial Tourism Program 2013-2018** published in the Official Gazette of the Federal District on **October 15, 2014**, "**THE FUND**" will be responsible for promoting Mexico City as a center for holding large events, as well as managing the presence of the City Brand in the promotion of the City as a strategy for positioning and differentiation. The purpose of the foregoing is to position Mexico City as a tourist destination.

I.16.- That its administrative offices are located at **Havre número 67, Cuarto Piso, Colonia Juárez, Delegación Cuauhtémoc, Código Postal 06600, in Mexico City, Federal District**.

II.- REGARDING "THE SUPPLIER" THROUGH ITS GENERAL COUNSEL:

II.1.- That the Corporation **CMGRP, Inc.** (commercially known as **Weber Shandwick**) was legally formed under the laws of the State of New York in the United States of America with the name **Robinson, Lake & Lerer, Inc.**, which can be seen in the Certificate of Incorporation of **September 23, 1986**; then by means of the Certificate of Amendment of **April 21, 1988**, the name of the corporation is changed to **Robinson, Lake, Lerer & Montgomery, Inc.**; then by means of the Certificate of Amendment of **November 1, 1995**, the name of the corporation is changed to **Robinson Lerrer Sawyer Miller, Inc.**; then, by means of the Certificate of Amendment of **June 14, 1996**, the name of the corporation is changed to **Bozell Sawyer Miller Group Inc.**; then by means of the Certificate of Amendment of **March 3, 1998**, the name of the corporation is changed to **BSMG Worldwide, Inc.**; subsequently, by means of the Certificate of Amendment of **December 13, 2002**, the name of the corporation is changed to **Weber Shandwick Inc.**; subsequently, by means of the Certificate of Merger of **September 19, 2003**, **Shandwick USA Inc.**, and **Weber Group, Inc.**, were merged in **Weber Shandwick, Inc.**; then by means of the Certificate of Merger of **October 1, 2003**, **Weber Group Inc.**, [and] **Shandwick USA, Inc.**, are merged in **Weber Shandwick Inc.**; then by means of the Certificate of Merger of **October 31, 2010**, **The Cassidy Companies, Inc.**, **Weber RBB, Inc.**, **FRB/Weber Shandwick, Financial Communications, Inc.**, and, **The**

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Benjamin Group/BSMG Worldwide, Inc., were merged in Weber Shandwick Inc.; subsequently, by means of the Certificate of Amendment dated December 16, 2003, the name of the corporation was changed to CMGRP, Inc.; then by means of the Certificate of Merger of June 30, 2006, Marketing Corporation of America and CMGRP, Inc., are merged in CMGRP, Inc.; and by means of the Certificate of Merger of December 28, 2006, The Murphy Pintak Gautier Hudome Agency, Inc., and CMGRP, Inc., are merged in CMGRP, Inc.

II.2.- That Joshua Paul Kaufman, in his capacity as General Counsel, has the authority to act on behalf of CMGRP, Inc. as well as to represent it and bind, as is clear from the letter issued by Stella Grealy, Director of Human Resources of CMGRP, Inc., powers that have not been revoked, modified, restricted, or limited to date in any way; hereby identified with passport number [REDACTED] issued by the Department of State of the United States of America, with an effective date of March 20, 2006 to March 19, 2016.

II.3.- That pursuant to the Certificate of Incorporation, it aims: To conduct business in all or any of its branches, to the extent, as permitted by law, in the State of New York, in the rest of the territories and in the District of Columbia and any or all dependencies or possessions of the United States of America and abroad; carry out the whole and a part of the above purposes in main concept, factor, agent, contractor, or otherwise, either along or together with other persons, firms, partnerships, corporations, or others in any part of the world; and in exercise of its activity and for the purpose of achieving or promoting any of its purposes, to enter into and execute contracts of any kind and description, and to do anything and everything necessary, appropriate, suitable, or appropriate [sic] for the execution of any of the purposes listed.

II.4.- That for tax purposes, "THE SUPPLIER" has no permanent establishment in Mexico, nor any obligation to obtain from the Competent Authority Fiscal its Federal Taxpayer Registry number.

II.5. That pursuant to the Agreement between the Government of the Mexican United States and the Government of the United States of America for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and its protocol published in the Official Gazette of the Federation on February 3, 1994, updated by the protocols than modify them published in the Official Gazette of the Federation on January 25, 1996 and July 22, 2003, is cognizant of the contributions which it is legally bound party to in the United States of America.

II.6.- That by means of official letter number CGRPE/DERE/DICT/008/2015 dated January 28, 2015, the Executive Director of Economic Regulations of the Secretary of Economic Development of the Federal District issued an opinion which allows the omission of the degree of national integration over the recruitment of "Promoting Mexico City through a Public Relations Agency in the United States and Canada."

II.7.- That it is its will to provide the services that are requested by "THE FUND" and which are the subject of this contract, on the terms and conditions set forth in the clauses listed in the body of this instrument.

II.8.- That for the purposes of Article 47, Section XXIII of the Federal Accountability Act for Public Servants, its Legal Representative states under oath that none of the partners or shareholders of his client, members who comprise it, or staff it hired to handle



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the services requested by "THE FUND" are disqualified for performing the services under this contract. Similarly, he states under oath that he is not in any of the situations described in Article 39 of the Procurement Act for the Federal District.

He also states that the partners of his client; the members of the administration thereof, their holders of power of attorney or legal representatives; the staff working in the administration, as well as the spouses of all of them do not have consanguinity or affinity to the fourth degree, with anyone who works in "THE FUND," among whose functions is the function of participating in activities concerning the provision of the service that is the subject of this contract; likewise he states that the individuals and officials of his client also do not have employment or business relationships with the public servants of "THE FUND."

II.9.- That he states under oath that he has duly complied with each and every one of the fiscal obligations under his responsibility, in accordance with the provisions of Article 51, last paragraph of the Law on Budget and Efficient Expenditures of the Federal District, if applicable.

II.10.- That he has the legal and administrative capacity, the technical knowledge, the experience, the organization, the elements, the specialized staff, the necessary equipment, and sufficient financial and material resources for the implementation of the obligations under this instrument.

II.11.- He states under oath that he commits to keep prices firm as offered to "THE FUND" in order to provide the services under this contract.

II.12.- He understands the contents and agrees to abide by the requirements of the Procurement Act for the Federal District, its Regulations and any other applicable regulatory provisions.

II.13.- That it is his will to enter into this contract, according to the purpose set forth in Clause One and the terms and conditions set forth in the body of the same instrument.

II.14.- That its/his address is located at 8000 Norman Center Drive, Suite 400, Minneapolis, 55437-0000.

II.15.- That for the purposes and effects of this contract, he notes as his address to hear and receive notifications the one located at Palo Santo No. 22, Colonia Lomas Altas, Delegación Miguel Hidalgo, C.P. 11000, México, Distrito Federal.

III.- REGARDING "THE PARTIES"

III.1.- That they know the scope and submit themselves to the Agreement that establishes the Guidelines for governing the dissemination and execution of social programs, as a result of the electoral process of 2015 in Mexico City, published in the Official Gazette of the Federal District on January 26, 2015.

III.2.- That it is their will to enter into this contract, for which they hold all necessary powers, which have not been revoked, limited or modified in any way, mutually acknowledging the legal standing and legal capacity which they hold and therefore, the parties agree on the terms of the following:



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CLAUSES

ONE. ONE. PURPOSE OF THE CONTRACT AND DETAILED DESCRIPTION OF THE SERVICES.- The purpose of this contract is for "THE SUPPLIER" to provide the service of "Promotion of Mexico City through a Public Relations Agency in the United States and Canada," from February 1 to December 31, 2015.

The services described above must be performed to the satisfaction of "THE FUND," according to the detailed description which is set forth in the **TECHNICAL ANNEX**, which is duly signed, and forms is an integral part of this contract.

TWO. TOTAL AMOUNT AND UNIT PRICE TO BE PAID FOR THE SERVICES.- The payments that "THE FUND" shall make under this contract and its Technical Annex shall be in the amount of **\$19,027,500.00** (Nineteen million twenty-seven thousand five hundred 00/100 Mexican pesos), not including taxes, since they are not applicable, on the terms of the Agreement between the Government of the Mexican United States and the Government of the United States of America for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and its protocol published in the Official Gazette of the Federation on February 3, 1994, updated by the modified protocols published in the Official Gazette of the Federation on January 25, 1996 and July 22, 2003. This amount will be based on the following costs:

DESCRIPTION	UNIT PRICE	TOTAL COST
<p>1) Research Perform field research in North America in two segments: Research between tourism for business and pleasure, which will yield interesting comparison data and a perspective that should be constantly updated.</p> <p>The report will include:</p> <ul style="list-style-type: none"> • Perspective of the North American market on Mexico City • Position of Mexico City on the market • Current trends in the North American market • Segmentation of information on consumers • Analysis of the competition • Profile of visitors: Who is speaking about Mexico City? What do they say about it? • Potential visitors 	MXN 1,644,625.00	MXN 1,644,625.00
<p>2) Strategy</p> <ul style="list-style-type: none"> • Calendar of activities • Develop a communication strategy and a Public Relations plan • Key points to promote the position of Mexico City • Plan of action (activities to be performed) • Provide continuous counsel with regard to events, key travel fairs and special events with the media where Mexico City is the host or participant. 	MXN 885,000	MXN 885,000



<p>3) Relationship with the media</p> <p>Implement high-impact campaigns with the media, which include:</p> <ul style="list-style-type: none"> • Preparing an editorial calendar in order to maintain a relationship with the media, directed at end consumers and the business media in order to keep both segments loyal to the program • Develop and maintain a list of national and regional media in North America (television, radio, newspapers, magazines and on-line) and attempt to reach them in a continuous manner, including the media in key markets such as: New York, Chicago, Los Angeles, Atlanta, Miami, Dallas, Houston, New Orleans and Toronto. • Monitor and respond to coverage in the pertinent media. • Respond to questions regarding Mexico City that are asked by the media, answering all of them. • Provide continuous support on social media through suggested publications and during events. • Write and distribute press releases bi-monthly (at least 4). • Make press kits (that include data sheets, general information about Mexico City and other materials). • Provide consulting for crisis management as necessary. • Provide support to all efforts involving Conference Tourism, including relationships with the media during key events in North America. • Maximize the investment return in relationships with the media by connecting key messages to moments of interest for newscasts in an appropriate manner, for Mexico City on social media. 	<p>MXN 944,000.00 (Bi-monthly)</p>	<p>MXN 5,192,000.00</p>				
<p>4) Journalist visit program:</p> <ul style="list-style-type: none"> • Organize, plan and carry out at least 3 individual visits, which includes active communication with the media, invitations, itinerary (all of the attractions), hotel reservations, airline reservations and arrangements for ground transportation. • Establish the subject for the visit, prepare invitations, notes of interest, organize the itinerary, coordinate on-site activities and transportation. • Organize, plan and perform logistics for 3 group trips, which includes active communication with the media, invitations, itinerary (all of the attractions), hotel reservations, airline reservations and arrangements for ground transportation of the group. 	<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Cost per individual visit</th> <th style="text-align: center;">Cost per group visit</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">MXN 118,000.00</td> <td style="text-align: center;">MXN 590,000.00</td> </tr> </tbody> </table>	Cost per individual visit	Cost per group visit	MXN 118,000.00	MXN 590,000.00	<p>MXN 2,124,000.00</p>
Cost per individual visit	Cost per group visit					
MXN 118,000.00	MXN 590,000.00					
<p>5) Accompany one representative of Mexico City for at least 5 editorial meetings</p> <p>Plan, coordinate and perform all logistics necessary for the meetings with key players.</p>	<p>MXN 331,875.00</p>	<p>MXN 331,875.00</p>				



6) Strategic projects Provide support to scheduled and unscheduled events, placement projects or other additional special projects whose main focus is the international tourism market. The most important characteristics and requirements will be coordinating the agenda, logistics and participation in each event.			MXN 8,850,000.00
	Minimum Cost	Maximum Cost	
	MXN 50,000.00	MXN 1,475,000.00	

In accordance with the foregoing, the services will be paid pursuant to the following:

DESCRIPTION	Method of payment	Amount
1) Research	By service performed	MXN 1,644,625.00
2) Strategy	By service performed	MXN 885,000.00
3) Relationship with the media	Bimonthly	MXN 944,000.00 charging the last month for the amount of MXN 472,000.00
4) Schedule of visits for journalists	Per visit performed (individual or group)	MXN 118,000.00 (individual) or MXN 590,000.00 (group)
5) Accompanying a representative from Mexico City for at least 5 editorial meetings	By service performed.	MXN 331,875.00
6) Strategic projects	By project performed.	Minimum per project will be MXN 50,000.00 and maximum will be MXN 8,850,000.00

"THE FUND" will pay "THE SUPPLIER", for services rendered, within five business days after the submission of the receipt previously verified by the Financial Resources Office assigned to the Administrative Office of "THE FUND".

The price for the services is fixed in national currency until the conclusion of this instrument and increases thereto will not be acknowledged.

THREE. PROVISION OF INVOICES.- "THE SUPPLIER" shall provide, to "THE FUND," the invoices duly completed and accompanied by documentation that is set forth in the **TECHNICAL ANNEX**; the invoices for payment processing must meet the fiscal requirements provided by the Tax Code of the Federation, as long as such payments are validated by "THE FUND" and the provision of services has satisfactorily been completed. "THE FUND" shall make the respective payments after the invoices are accepted and validated; "THE SUPPLIER" agrees the it shall provide, as applicable, documentation, materials, goods, or any other evidence to prove and justify the services are being charged for, on the terms of the provisions of Clause Ten of this contract.

FOUR. CONDITIONS OF PAYMENT.- The payments that shall be covered by "THE FUND" to "THE SUPPLIER" will be for services actually received and completed, within twenty calendar days of the submission and review of the relevant invoice by the Subdivision of Financial Resources attached to the Division of Administration of "THE FUND," as long as "THE SUPPLIER" has satisfactorily completed the provision of services and such payments are validated by "THE FUND."

The payment Payments shall be made at the offices of the Subdivision of Financial Resources attached to the Division of Administration of "THE FUND" under the terms of the provisions set forth in this instrument, therefore, "THE FUND" shall make the respective payments after receipt and acceptance of the invoices.



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Given the foregoing, in the event that "THE SUPPLIER" does not submit at the appointed time the documentation required for processing the payment, the date thereof shall be extended for the same number of days that the delay lasts.

The payment for Services shall be made in the domestic currency, providing that the prices indicated in the Clause Two of this contract are fixed and are not subject to any changes or any readjustment formula.

"THE FUND " shall not provide "THE SUPPLIER" any advance payment for the performance of the services under this contract.

FIVE. OVERPAYMENT.- According to the provisions of Section XV of Article 56 of the Regulations of the Procurement Act for the Federal District, in the case of overpayments received by "THE SUPPLIER," the latter must repay the amounts of overpayments plus interest, from the moment they become due, until they are actually made available to "THE FUND," and they shall be calculated and computed under the terms of the provisions of Article 64, Paragraphs Three and Four, of the Procurement Act for the Federal District.

SIX. OBLIGATIONS OF "THE SUPPLIER."- The obligations of "THE SUPPLIER" shall be as follows:

I. Provide the services described in Clause One under the terms expressly set forth in this contract and in the **TECHNICAL ANNEX**, which forms an integral part of this legal instrument.

II. Provide the services under this contract in the form and at the times stated and that such services are performed to the full satisfaction of "THE FUND."

III: Provide upon the completion of the service, the supporting documentation described in the Clause Ten.

SEVEN. REGARDING THE MISSING SERVICES.- "THE FUND" reserves the right to sue for the missing services covered by this legal instrument, determined jointly by "THE FUND" and "THE SUPPLIER," as long as these have resulted from the exclusive performance of "THE SUPPLIER;" in this case, "THE SUPPLIER" shall have a period of five (5) business days to justify and prove any difference.

EIGHT. DELIVERY OF INFORMATION.- The information and materials necessary for the provision of services under this contract shall be delivered in accordance with the terms set out in the **TECHNICAL ANNEX**, which, duly signed, becomes an integral part of this contract, so that the time delays in the delivery of such information and materials for reasons attributable to "THE FUND" are not the responsibility of "THE SUPPLIER," as long as "THE SUPPLIER" expressly informs "THE FUND."

NINTH. LIFE OR PERIOD FOR PERFORMANCE. "THE PROVIDER" agrees to provide the services object of this agreement during the period from October 10February 1 to December 31, 20154.



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TENTH. DOCUMENTATION PROVING THE SERVICES.- "THE PROVIDER" agrees to deliver proof documentation to "THE FUND", as a result of the services hired, as described in the **TECHNICAL ANNEX**, which when duly signed shall form part of this agreement.

The documentation described above will be delivered to the offices of "THE FUND".

ELEVENTH: ASSIGNMENT OF RIGHTS.-"THE PROVIDER" agrees that it will not assign either in whole or in part the rights and obligations deriving from this agreement, or any part thereof, to any legal entities or individuals, except for the collection rights that correspond to it, in which case it shall obtain written authorization, in advance, from "THE FUND", as established in paragraph one of Article 61 of the Acquisitions Act for the Federal District.

TWELFTH. CONFIDENTIALITY.-"THE PROVIDER" agrees that it will not publish, divulge, provide, assign or communicate any information, statistical data, results or products of any kind, through any form of communications media, whether electronic, computerized, written, collective or individual, to third parties who are not part of this agreement, even after the conclusion of the effects of this document, either in whole or in part, deriving from the work developed by "THE FUND", and which are the property of it.

Breach of this clause shall cause the application of the conventional penalties and later rescission of the agreement, without prejudice to any civil or criminal liability that may ensue, and which may be exercised by "THE FUND" before the conclusion of the agreement, as well as afterwards.

THIRTEENTH: EXCLUSIVE RIGHTS.- The rights to the materials provided to comply with the purpose of this agreement shall be the exclusive property of "THE FUND"; consequently "THE PROVIDER" shall for no reason reproduce, use or dispose of said documentation or information, for its own use or for that of any other party, except exclusively for the performance of the object of this agreement.

FOURTEEN. FORM AND TERMS OF THE PERFORMANCE BOND FOR THIS AGREEMENT.- Pursuant to Article 73 of Fraction III of the Acquisitions Act for the Federal District and Article 360 of the Tax Code for the Federal District "THE PROVIDER" shall guarantee compliance of this agreement through a certified check or check drawn on a bank institution of this place, deposit ticket, letter of credit or bond issued by an authorized institution, which shall be issued precisely and only to **Bancomer S.A. FIDEICOMISO F/30343-8 Fondo Mixto de Promoción Turística del Distrito Federal**, in the amount of **\$2,854,125.00** (Two million eight hundred fifty-four thousand one hundred twenty-five Pesos 00 /100 MN.), equivalent to 15% of the total amount of this agreement.

The performance bond referred to here shall be delivered by "THE PROVIDER" on the date of execution of this agreement, and at the legal offices of "THE FUND".

In the event said guarantee is in the form of a bond, then the following legends shall be included among the text of the bond:

"The bonding institution submits to the procedure for summary execution established in Article 93, 94, 95, 95 bis, 118 and 128 of the Federal Bonding Institutions Act and grants its consent with regard to Article 119 of said law".

"The contract performance bond can be cancelled only in accordance with the terms of Article 365 of the Tax Code for the Federal District, and shall remain in effect during the period of all legal recourses or proceedings that may be filed until final order is handed down by a competent authority".

The performance bond for this agreement shall be executed after the exhaustion of all conventional penalties referred to herein.



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In the event the life of this agreement is extended or if the services are increased, then the performance bond shall remain in effect in the same proportion; however **"THE PROVIDER"** agrees to provide **"THE FUND"** with a new insurance policy in the same percentage and amount of the change.

The performance bond can be cancelled only when **"THE PROVIDER"** has accredited its compliance with all of the obligations undertaken under the terms of this agreement, and upon written authorization granted to it by **"THE FUND"**.

FIFTEEN. CONVENTIONAL PENALTIES.- In the event **"THE PROVIDER"** incurs any delays in providing the services, breaches any of the conditions established herein or fails to provide the services object of this agreement on the date set for same, or if the services provided hereunder do not meet the specifications set or are of deficient quality as specified in the **TECHNICAL ANNEX**, a conventional penalty of 2.5% of the total value of the services not provided or of deficient quality shall be levied for each calendar day of breach, charged directly in the corresponding invoice, not including Added Value Tax, up to the percentage set forth for the performance bond of this agreement, in accordance with the provisions of Articles 57 and 58, paragraph one of the Regulation for the Acquisitions Act for the Federal District. In the event said breach should continue, then upon the expiration of the period applicable for the conventional penalties, this agreement shall be rescinded together with any amendments that may have been executed, in accordance with the provisions of Articles 63 and 64 of the above referred to regulation, and without prejudice to the provisions of Clause Nine of this Agreement.

In the event of any delay in delivery of the work by **"THE PROVIDER"** is caused by **"THE FUND"**, then the conventional penalty shall be void and not applicable.

"THE FUND" shall for no reason authorize any pardon of sanctions levied for breach or delay in the performance of the services, when these are attributable to **"THE PROVIDER"**. When the conventional penalties are equivalent to 15% of the total contract amount, not including VAT, the contract shall be rescinded by administrative procedure.

SIXTEEN. EXTENSION, FORCE MAJEURE OR ACTS OF GOD.- **"THE PROVIDER"** shall not be subject to the conventional penalty stipulated in the preceding clause when said breach derives from the granting of an extension or an event of force majeure or an act of God, as established in Article 58, paragraph two of the Regulation for the Acquisitions Act for the Federal District.

SEVENTEEN.- LABOR RELATIONS.- **"THE PROVIDER"** as businessman and the sole employer of each and all of the individuals involved in performing and providing the services agreed in herein shall be solely responsible for all legal and social security obligations; it shall be solely responsible for and pay all wages and the corresponding benefits to the personnel hired to comply with the purpose of this agreement, including taxes and tax duties and benefits, among other things, such as contributions to the Mexican Social Security Institute, caused by the work performed by personnel of **"THE PROVIDER"**, as well as all obligations for which it is responsible under the terms of this agreement and all the respective provisions of law. Consequently, **"THE FUND"** shall not make any withholdings from amounts due pursuant to this agreement, nor shall it at any time be considered as a joint or substitute employer,



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and "THE FUND" is released of any claim that may be made for said concept. Consequently, "THE PROVIDER" shall be responsible for all claims that may be filed against "THE FUND", as provided in Article 13 of the Federal Labor Law. "THE PROVIDER" shall likewise be responsible for and resolve, among other things, within the briefest period of time possible, any conflict of any kind that may arise between "THE FUND" and the personnel hired by "THE PROVIDER", to carry out the purpose of this agreement.

"THE PROVIDER" acknowledges that there is no element of subordination under this agreement between "THE FUND" and the personnel hired or to be hired by "THE PROVIDER"; consequently, the latter agrees to release and hold "THE FUND", any administrative unit or attached public servant, harmless from any claim or liability that may arise from any legal, administrative, criminal, labor or social security conflict or responsibility with the personnel hired by "THE PROVIDER".

In the event that "THE FUND" is required to pay any amount incurred as a result of any claim that may be filed against it as a result of any decision by a competent authority, notwithstanding the terms of the foregoing paragraph, then "THE PROVIDER" shall immediately reimburse the amount disbursed to "THE FUND", or effective that moment authorize the deduction of said amount from any payment due as compensation for the services provided and to be paid under the terms of Clause Two of this agreement.

EIGHTEEN. "THE PROVIDER" agrees that "THE FUND" can verify due observance of social security benefits with the Mexican Social Security Institute (IMSS for the Spanish acronym). Said verification can be on a random basis and through the corresponding delegations, as well as through registrations of new employees providing the services object of this agreement. Any breach or anomaly that may be found shall be immediately reported by "THE FUND" to the Mexican Social Security Institute, the Department of Labor and to Foment Employment for the actions required by law.

NINETEEN. PATENTS, TRADEMARKS, COPYRIGHTS AND CODES RELATED TO THE SERVICES. "THE PROVIDER" shall be solely responsible for any violations that may derive from undue or incorrect use of trademarks, licenses, third party copyrights or any other code that may arise from providing the services object hereof, used by it, "THE PROVIDER" agrees to hold a

TWENTY. SUPERVISION. "THE FUND", shall be allowed, at any time, to verify that the service performed under the terms of this agreement are being performed by "THE PROVIDER" in accordance with the terms of this agreement and the instructions given pursuant to it, and "THE PROVIDER" shall at all times comply with the instructions issued by "THE FUND", and "THE FUND" can at any time test the quality and compliance of the services provided through the inspection visits that it deems appropriate.

If "THE PROVIDER" fails to comply, "THE FUND" may opt for the administrative rescission of this agreement. Likewise, "THE FUND" may list in writing for "THE PROVIDER" all observations and indications that it deems pertinent regarding compliance with this instrument. "THE PROVIDER" on the other hand "THE FUND" harmless from any claim or dispute that may derive from said matters. agrees to deal with said observations. In the event it fails to do so "THE FUND" shall request that "THE PROVIDER" comply with the agreement or shall proceed with the administrative rescission of this Agreement, as well as apply the conventional penalties or collect the harm and damages caused.



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TWENTY-ONE. "THE PROVIDER" agrees that "THE FUND" shall coordinate, relate, supervise and report on the correct performance of the services of this agreement, as well as carry out all actions inherent to this legal document, as agreed or under instructions received from "THE FUND".

TWENTY-TWO. ADMINISTRATIVE RESCISSION.-

I. "THE FUND" can rescind this agreement at any time pursuant to administrative procedure, without further responsibility, as a result of the breach of any of the obligations set forth herein, for causes that are the fault of "THE PROVIDER", unless said breach derives from an event of force majeure or an act of God as established in paragraph two of Article 58 of the Regulation for the Acquisitions Act for the Federal District.

II.- "THE FUND" may opt to decide between demanding compliance with the terms of this agreement or rescinding it by administrative procedure for causes that are the responsibility of "THE PROVIDER".

III. In the event "THE FUND" decides to rescind this agreement for causes that are the responsibility of "THE PROVIDER", it shall likewise rescind any amendments that may have been executed, upon exhaustion of the conventional penalties; or it can demand payment of any harm or damages incurred under the terms of Articles 57 and 58 of the Regulation for the Acquisitions Act for the Federal District.

IV. If the decision calls for an administrative procedure for rescission, it shall be started within 5 (five) business days following the final date of the period to execute the conventional penalties, under the terms of Article 42, paragraph two of the Acquisitions Act for the Federal District.

In the event "THE PROVIDER" should breach or violate any of the obligations set forth herein, "THE FUND" may opt to demand compliance with the agreement, or declare the administrative rescission of it, besides applying the corresponding conventional penalties.

TWENTY THREE. ANNULMENT OF THE AGREEMENT.- In the event that any of the recitals should be false or if "THE PROVIDER" should, during the life of this agreement, incur in one or various of the events set forth in recitals II. 8 and II.9 then this agreement shall be null and void in accordance with the provisions of Article 2225 of the Civil Code for the Federal District, independently of any action that may be executed by "THE FUND".

TWENTY FOUR. AMENDMENTS.- "THE FUND" can, under its own responsibility and for founded reasons, amend this agreement in writing and under the conditions set forth herein, in accordance with the provisions of Articles 65 and 67 of the Acquisitions Act for the Federal District.

Any amendments shall not refer to prices, advances, progressive payments, specifications and any change that would in general imply granting more advantageous conditions to "THE PROVIDER", in comparison with those originally established, in accordance with Article 68 of the Acquisitions Act for the Federal District.



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TWENTY-FIVE. TEMPORARY OR PERMANENT SUSPENSION OF THE AGREEMENT.- "THE FUND" can at any time suspend all the services hired or any part hereof, temporarily or permanently as well as the corresponding payment by mutual agreement of the parties, for reasons of public or general interest, an event of force majeure or act of God, duly justified, with no further responsibility on the part of "THE FUND", in accordance with the provisions of Fraction XIV of Article 56 of the Regulation for the Acquisitions Act for the Federal District, with the prior opinion and/or instruction from the General Comptroller for the Federal District as part of its functions, pursuant to Article 35 paragraph two of the Acquisitions Act for the Federal District.

The provisions of this agreement can remain in effect when the causes for its temporary or partial suspension have disappeared.

TWENTY-SIX. EARLY TERMINATION.- "THE FUND" can terminate this agreement, in advance, for reasons of public or general interest, events of force majeure or acts of God, or by mutual agreement of the parties, with no further responsibility on the part of "THE FUND", in accordance with Fraction XIV of Article 56 of the Regulation for the Acquisitions Act for the Federal District, with the prior opinion of the General Comptroller for the Federal District as part of its functions, in accordance with Article 69 paragraph three of the Acquisitions Act for the Federal District.

The early termination of this agreement by "THE FUND" by mutual consent of the parties, said consent shall be formalized by means of an early termination agreement of the principal services agreement.

TWENTY SEVEN. SERVICE GUARANTEE.- "THE PROVIDER" guarantees that the services provided shall be optimum, direct, confidential and uninterrupted.

TWENTY-EIGHT. HIDDEN VICES.- "THE PROVIDER" agrees that it shall be responsible for and pay all risk of defects, hidden vices and deficient quality in the services provided, as well as any other liability that may have been incurred, under the terms established herein. "THE FUND" can likewise and at any time make the visits and proofs that it may deem appropriate to effectively test the quality and compliance in the use of materials and the services hired, in accordance with the provisions of Article 70 of the Acquisitions Act for the Federal District supplemented by the applicable provisions of the Civil Code for the Federal District. In the event that any irregularities are detected, the respective contracts may be subject to rescission.

TWENTY NINE. HARM AND DAMAGES.- In the event "THE PROVIDER" fails to comply with the obligations deriving from this agreement in accordance with the guidelines and characteristics set forth herein, "THE FUND" may demand payment of the harm and damages that may result when said amount is greater than the amount stipulated in the conventional penalties.

THIRTY.- NOTICES.- All notices to be served between the parties shall be addressed to the respective legal offices indicated herein, and shall be understood as served when made in writing. Any communication or notice between the parties with regard to cancellations and/or amendments to the Agreement shall likewise be made in writing, and when applicable with the corresponding justification of it.



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THIRTY-ONE.-RECOGNITION OF THE AGREEMENT.- This agreement constitutes the entire agreement between the parties with regard to the purpose set forth herein, and any other negotiations, obligation or communication between the parties, verbal or written, entered prior to the date of execution of this agreement, is null and void.

Both parties acknowledge that the general clauses of this agreement derive mainly from the Acquisitions Act for the Federal District, its Regulation, Standards on the Administration of Standards contained in Circular One 2014, General Principles of Law and Principles of Administrative Law; and agree to submit to each and all of the clauses of this agreement.

THIRTY-TWO. POLITICAL/PARTY ACTIVITIES.- "THE PARTIES" undertake, during the term of this agreement, not to establish associations of dependence or subordination to political parties and to refrain from political/party activities or any other activity that conflicts with the pertinent regulations, as well as solicitation or propaganda for religious purposes using the financial support granted by way of this agreement to that end.

THIRTY-THREE. JURISDICTION.- This agreement as well as anything not expressly set forth herein, shall be interpreted and performed under the jurisdiction of the competent Courts of the Federal District, and the parties expressly waive any other jurisdiction to which they may be entitled because of their present or future domicile, or for any other reason.



FONDO MIXTO DE PROMOCIÓN TURÍSTICA
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CONTRACT NO. CT 034/2015
CMGRP, INC.

The parties hereto have read and understand the contents, scope and legal effect hereof, and sign the bottom of the last page and the margin of the previous pages in triplicate, in Mexico City, the Federal District, on the 30th day of January 2015; and two copies shall remain in the possession of "THE FUND" and one in the possession "THE PROVIDER".

"THE PROVIDER"

FOR "THE FUND"

Original Spanish Language Version is signed
JOSHUA PAUL KAUFMAN
GENERAL COUNSEL OF CMGRP, INC.

Original Spanish Language Version is signed
ARMANDO LÓPEZ CÁRDENAS
GENERAL DIRECTOR

Original Spanish Language Version is signed
FEDERICO PEÑA ARTEAGA
DIRECTOR OF ADMINISTRATION

LEGAL REVIEW
FOR "THE FUND"

Original Spanish Language Version is signed
NORALIA DE LA CRUZ RUÍZ
ASSISTANT DIRECTOR FOR CONTRACTS
AND
AGREEMENTS

The foregoing signatures form part of Service Agreement No. CT – 034/2015 by and between the Fondo Mixto de Promoción Turística del Distrito Federal and CMGRP, INC., which together with its technical annex, is comprised of 20 pages, printed on the face.



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CMGRP, INC.

TECHNICAL ANNEX

Public Relations Agency for North America (United States and Canada)

Objective:

To internationally promote Mexico City through the experience and knowledge of an International Public Relations Agency specialized in the North American market to develop an appropriate strategy to promote Mexico City.

Completion Date: February 1 - December 31, 2015.

Service Description:

1) Research

Perform field research in North America in two segments: Research between tourism for business and pleasure, which will yield interesting comparison data and a perspective that should be constantly updated.

Deliverables

A comprehensive report on the research will be delivered, which will cover both segments of North America for the purpose of identifying the current trends and key points to contribute to forming a strategy with the media, messages and knowledge of possible challenges.

The report will include:

- Perspective of the North American market on Mexico City
- Position of Mexico City on the market
- Current trends in the North American market
- Segmentation of information on consumers
- Analysis of the competition
- Profile of visitors: Who is speaking about Mexico City? What do they say about it?
- Potential visitors

2) Strategy

- Calendar of activities
- Develop a communication strategy and a Public Relations plan
- Key points to promote the position of Mexico City
- Plan of action (activities to be performed)
- Provide continuous counsel with regard to events, key travel fairs and special events with the media where Mexico City is the host or participant.

Deliverables

Results report that contains a follow-up on goals, the progress of activities, achievements, metrics, results of the strategy and recommended immediate actions.



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3) Relationship with the media

Implement high-impact campaigns with the media, which include:

- Preparing an editorial calendar in order to maintain a relationship with the media, directed at end consumers and the business media in order to keep both segments loyal to the program
- Develop and maintain a list of national and regional media in North America (television, radio, newspapers, magazines and on-line) and attempt to reach them in a continuous manner, including the media in key markets such as: New York, Chicago, Los Angeles, Atlanta, Miami, Dallas, Houston, New Orleans and Toronto.
- Monitor and respond to coverage in the pertinent media.
- Respond to questions regarding Mexico City that are asked by the media, answering all of them.
- Provide continuous support on social media through suggested publications and during events.
- Write and distribute press releases bi-monthly (at least 4).
- Make press kits (that include data sheets, general information about Mexico City and other materials).
- Provide consulting for crisis management as necessary.
- Provide support to all efforts involving Conference Tourism, including relationships with the media during key events in North America.
- Maximize the investment return in relationships with the media by connecting key messages to moments of interest for newscasts in an appropriate manner for Mexico City on social media.

Deliverables

Bi-monthly report:

- Monitoring of publications in the media regarding Mexico City and observations about the tone (positive, neutral, negative).
- List of media contacted by subject.
- Bi-monthly press announcements (announcements, alerts or subjects of interest for the media).
- Provide publications suggested on social media and/or orientation.
- Deliver ROI / clippings in the media bi-monthly.

4) Journalist visit program:

- Organize, plan and carry out at least 3 individual visits, which includes active communication with the media, invitations, itinerary (all of the attractions), hotel reservations, airline reservations and arrangements for ground transportation.
- Establish the subject for the visit, prepare invitations, notes of interest, organize the itinerary, coordinate on-site activities and transportation.
- Organize, plan and perform logistics for 3 group trips, which includes active communication with the media, invitations, itinerary (all of the attractions), hotel reservations, airline reservations and arrangements for ground transportation of the group.

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Deliverables:

Complete report of the group and individual press visits, with photographs of activities, brief biography of the participants, schedule and follow-up.

5) Accompany one representative of Mexico City for at least 5 editorial meetings

- Plan, coordinate and perform all logistics necessary for the meetings with key players.

Deliverables:

Complete report of activities, with photographs, agenda for the meetings, brief biography and follow-up emails.

6) Strategic projects

Provide support to scheduled and unscheduled events, placement projects or other additional special projects whose main focus is the international tourism market. The most important characteristics and requirements will be coordinating the agenda, logistics and participation in each event.

Deliverables:

- Complete report of each project with the agenda, photographs of activities, list of participants and content executed, meeting the needs of the project as materials for the media or points of analysis, indicators of impact and attendance.

SERVICES		Requesting Area
		<hr/> <p>María Goretti Alfaro Ramírez Director of Strategic Assessment and Information For the Fondo Mixto de Promoción Turística del Distrito Federal</p>
MINIMUM COST	MAXIMUM COST	
50,000.00 MXN	1,475,000.00 MXN	

"THE PROVIDER"

Requesting Area

Original Spanish Language Version is signed

Joshua Paul Kaufman

General Counsel of CMGRP, INC.

Original Spanish Language Version is signed

María Goretti Alfaro Ramírez

**Director of Strategic Assessment and
Information**

**For the Fondo Mixto de
Promoción Turística del Distrito Federal**

The above signatures form part of the Technical Annex, which is comprised of 3 pages printed on the front, attached to Service Agreement No. CT 156/2015 by and between the Fondo Mixto de Promoción Turística del Distrito Federal and CMGRP, Inc.

Mexico City, January 19, 2015.

Federico Peña Arteaga
Administrative Director of the
Joint Tourism Promotion Fund of the Federal District
HAND-DELIVERED

CMGRP, Inc., bearing registration no. 1114035, from the Department of State of New York State, Division of Corporations, State Records and Uniform Commercial Code, with an address for tax purposes at: 909 Third Avenue, New York, NY 10022, United States of America, with telephone number: (212) 445-8158, and an address for hearing and receiving notifications at Calle Palo Santo Número 22, Colonia Lomas Altas, Delegation Miguel Hidalgo, C.P. (Código Postal [Zip Code]) 11950, in the Federal District, is pleased to present you with the following budget regarding the services that are described below:

DESCRIPTION	UNIT PRICE	TOTAL COST
<p>Completion Date: February - December</p>		
<p>1) Research Perform field research in North America in two segments: Research between tourism for business and pleasure, which will yield interesting comparison data and a perspective that should be constantly updated.</p> <p>Deliverables A comprehensive report on the research will be delivered, which will cover both segments of North America for the purpose of identifying the current trends and key points to contribute to forming a strategy with the media, messages and knowledge of possible challenges.</p> <p>The report will include:</p> <ul style="list-style-type: none"> • Perspective of the North American market on Mexico City • Position of Mexico City on the market • Current trends in the North American market • Segmentation of information on consumers • Analysis of the competition • Profile of visitors: Who is talking about Mexico City? What do they say about it? • Potential visitors 	<p>MXN 885,000</p>	<p>MXN 885,000</p>
<p>2) Strategy</p> <ul style="list-style-type: none"> • Calendar of activities • Develop a communication strategy and a Public Relations plan • Key points to promote the position of Mexico City • Plan of action (activities to be performed) • Provide continuous counsel with regard to events, key travel fairs and special events with the media where Mexico City is the host or participant. <p>Deliverables Results report that contains a follow-up on goals, the progress of activities, achievements, metrics, results of the strategy and recommended immediate actions.</p>	<p>MXN 1,644,625</p>	<p>MXN 1,644,625</p>
<p>3) Relationship with the media Implement high-impact campaigns with the media, which include:</p> <ul style="list-style-type: none"> • Prepare an editorial calendar in order to maintain a relationship with the media, directed at end consumers and the business media in order to keep both segments loyal to the program • Develop and maintain a list of national and regional media in North America (television, radio, newspapers, magazines and online) and attempt to reach them in a continuous manner, including the media in key markets such as: New York, Chicago, Los Angeles, Atlanta, Miami, Dallas, Houston, New Orleans and Toronto. • Monitor and respond to coverage in the pertinent media. • Respond to questions regarding Mexico City that are asked by the media, answering all of them. • Provide continuous support on social media through suggested publications and during events. • Write and distribute press releases bi-monthly (at least 4). 	<p>(MXN 944,000 bi-monthly)</p>	<p>MXN 5,192,000</p>

[initials]

<ul style="list-style-type: none"> • Make press kits (that include data sheets, general information about Mexico City and other materials). • Provide consulting for crisis management as necessary. • Provide support to all efforts involving Conference Tourism, including relationships with the media during key events in North America. • Maximize the investment return in relationships with the media by connecting key messages to moments of interest for newscasts in an appropriate manner for Mexico City on social media. 		
<p>Deliverables Bi-monthly report:</p> <ul style="list-style-type: none"> • Monitoring of publications in the media regarding Mexico City and observations about the tone (positive, neutral, negative). • List of media contacted by subject. • Bi-monthly press announcements (announcements, alerts or subjects of interest for the media). • Provide publications suggested on social media and/or orientation. • Deliver ROI / clippings in the media bi-monthly. 		
<p>4) Journalist visit program:</p> <ul style="list-style-type: none"> • Organize, plan and carry out at least 3 individual visits, which includes active communication with the media, invitations, itinerary (all of the attractions), hotel reservations, airline reservations and arrangements for ground transportation. • Establish the subject for the visit, prepare invitations, notes of interest, organize the itinerary, coordinate on-site activities and transportation. • Organize, plan and perform logistics for 3 group trips, which includes active communication with the media, invitations, itinerary (all of the attractions), hotel reservations, airline reservations and arrangements for ground transportation of the group. 	<p>(MXN 590,000 per group trip; MXN 118,000 per individual visit)</p>	<p>MXN 2,124,000</p>
<p>Deliverables: Complete report of the group and individual press visits, with photographs of activities, brief biography of the participants, schedule and follow-up.</p>		
<p>5) Accompany one representative of Mexico City for at least 5 editorial meetings</p> <ul style="list-style-type: none"> • Plan, coordinate and perform all logistics necessary for the meetings with key players. 	<p>MXN 331,875</p>	<p>MXN 331,875</p>
<p>Deliverables: Complete report of activities, with photographs, agenda for the meetings, brief biography and follow-up emails.</p>		
<p>6) Strategic projects Provide support to scheduled and unscheduled events, placement projects or other additional special projects whose main focus is the international tourism market. The most important characteristics and requirements will be coordinating the agenda, logistics and participation in each event.</p>	<p>MINIMUM COST MXN 50,000 MAXIMUM COST MXN 1,145,000</p>	<p>MXN 8,850,000</p>
<p>Deliverables: Complete report of each project with the agenda, photographs of activities, list of participants and content executed, meeting the needs of the project as materials for the media or points of analysis, indicators of impact and attendance.</p>		
	AMOUNT	
	VAT	
	INCOME TAX WITHHOLDINGS 10% (IF APPLICABLE)	
	TOTAL	<p>MXN 19,027,500</p>

[initials]

Print amount: **Nineteen million twenty-seven thousand five hundred 00/100 pesos in national currency.**

1. The aforementioned services have a 0% degree of national integration.
2. The prices that are offered are firm and fixed until the completion of the services to the entire satisfaction of the FMPT-DF.
3. Payments will be made pursuant to the terms stipulated by the FMPT-DF.
4. Time frame for delivery or rendering of services will be in accordance with the terms stipulated by the FMPT-DF.
5. The Quote will be in effect for the fiscal year of 2015.
6. The warranty period for the goods or rendering of services will be for the fiscal year of 2015.
7. The prices will be fixed until the completion of the services.

I await your orders.

SINCERELY

Original Spanish Language Version is signed

JOSHUA PAUL KAUFMAN

Legal Representative of

CMGRP, INC.

[initials]