

CONTRACTUAL AGREEMENT FOR PROFESSIONAL COUNSEL OR CONSULTING SERVICES, AND IF APPLICABLE, LEGAL REPRESENTATION MADE AND ENTERED INTO BY AND BETWEEN THE CONSULATE GENERAL OF THE UNITED MEXICAN STATES IN SAN FRANCISCO, CALIFORNIA, UNITED STATES OF AMERICA, DULY REPRESENTED BY THE CONSUL GENERAL CARLOS FELIX CORONA, HEREINAFTER "THE CONSULATE" AND THE ATTORNEY CHRISTOPHER KEROSKY, HEREINAFTER "THE LAWYER", PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:

THE CONSULATE DECLARES THAT:

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

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

That its address is in 532 Folsom St., San Francisco, CA 94105, USA, with telephone number (415) 354-1727 and (415) 354-1737 and e-mail confrancisco@sre.gob.mx

THE LAWYER DECLARES:

That is licensed to practice law in the State of California with license number 116586.

To have legal residence in 785 Market St., 15th Floor, San Francisco, CA 94103, USA, with telephone number (415) 777-4445 and e-mail ckerosky@youradvocate.net

That agrees to execute this Agreement to render its professional services providing specialized legal counsel, and whenever necessary, legal representation to the cases of Mexican nationals referred to him prior review, in writing by THE CONSULATE.

That is an exemplary member of its Federal or State Bar, as well as all professional associations of the Bar in which he is a member, without any pending charges against him for unethical or inappropriate conduct in the exercise of advocacy.

CLAUSES

FIRST: THE LAWYER will render its professional services providing specialized legal counsel, and whenever necessary, legal representation to Mexican in the following aspects of United States Law:

Administrativo Civil - Constitucional Familiar Laboral Migratorio Penal

SECOND: THE CONSULATE will provide THE LAWYER the corresponding information to attend the cases assigned to them.

THE LAWYER formally commits under its responsibility to render its services with diligence, and when needed, to provide adequate defense or representation, satisfying every procedural requirement.

THE CONSULATE recognizes that the services rendered by THE LAWYER do not guarantee in any way a favorable resolution for any case.

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

FOURTH: Under this Agreement, THE LAWYER will only render its services in such cases of Mexican nationals assigned in writing by THE CONSULATE by means of the corresponding Format.

FIFTH: THE LAWYER will not be able to spend more resources while attending a case, than those authorized by THE CONSULATE by means of the corresponding Format.

SIXTH: THE LAWYER establishes the amount of \$ 125.00 dollars (*one hundred twenty five dollars*) as a preferential fee for each hour of service for the Mexican Government.

SEVENTH: THE CONSULATE agrees to pay once and in one exhibition to THE LAWYER the sum of \$ 35,000.00 dollars, (*thirty five thousand dollars*) for fees and/or expenses of the service rendered. This amount will be applied to the specialized legal counsel, and if necessary, legal representation for the cases assigned by THE CONSULATE.

THE LAWYER hereby commits to open a bank account, with the amount indicated in the paragraph above.

EIGHTH: In the event that THE LAWYER's fees or cost expenditures are awarded and paid by way of court order or settlement for litigation-related services in cases covered by this contract, THE LAWYER shall reimburse the portions of the awarded fees and cost expenditures which have been previously paid by THE CONSULATE.

NINTH: THE LAWYER will provide a quarterly report to THE CONSULATE, indicating the services rendered; that is, detailed information about hours invested in each case, total fees and/or expenses of the services, as well as the status of each case assigned.

Said report shall include, when applicable, cases where payment of fees and cost expenditures are reimbursed by court order or agreement.

Furthermore, said report will contain a list of the cases assigned that were not attended, stating the reasons for this.

TENTH: THE LAWYER will provide THE CONSULATE the documentation needed to adequately justify the spending of resources regarding each case assigned.

ELEVENTH: THE LAWYER will inform in writing to THE CONSULATE when it considers necessary the hiring of experts or similar services to procure favorable results for the assigned cases.

TWELFTH: When THE CONSULATE requires, THE LAWYER will provide the information regarding the status of each case assigned.

THIRTEENTH: THE LAWYER will handle with strict confidentiality all information regarding the cases assigned, except when authorized by THE CONSULATE, and will refrain from discussing such cases in the media.

Regardless of the expiration or termination of this Agreement, THE LAWYER recognizes and accepts that the provisions relative to confidentiality will continue to hold indefinitely.

FOURTEENTH: Each Party will notify the Other within five working days any change in address, telephone number, or e-mail.

FIFTEENTH: With previous written notice to THE CONSULATE, THE LAWYER will be able to suspend the service of legal counsel, and when needed, legal representation, to any Mexican national who fails to submit any necessary information to adequately aid or represent itself.

SIXTEENTH: In case THE LAWYER fails to submit in a timely manner to THE CONSULATE the report mentioned in the eighth clause or repeatedly presents them out of time, THE CONSULATE will be able to suspend new case assignments or terminate this Agreement.

SEVENTEENTH: The Parties will be able to terminate this Agreement at any time, without incurring in any responsibility, notifying in writing with at least two (2) months anticipation. When such notification expires, this Agreement, as well as any provisions and responsibilities pertaining to it, will be automatically extinguished.

EIGHTEENTH: In the event of termination of this Agreement under the terms of the previous clause, THE LAWYER is obliged to return THE CONSULATE any unspent financial resource. Furthermore, it will present in no more than thirty (30) working days a report of the assigned cases, whether pending or concluded.

NINETEENTH: If no resources were spent during the validity of the Agreement, THE LAWYER will return such resources to THE CONSULATE.

TWENTIETH: There is nothing in this Agreement that constitutes or should be interpreted as an implicit or explicit waiver of the rights, privileges and immunities that the Vienna Convention on Consular Relations confers to THE CONSULATE.

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

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

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

The Parties will be subject to Federal Court jurisdiction in the State of California in the event of unresolved disputes or differences through good faith negotiations after 60 working days to the corresponding notice.


This Agreement will be governed by the federal law of the United States of America whenever applicable. If not possible, it will be governed by the laws of the State of California.

[Handwritten signature]
[Handwritten initials]

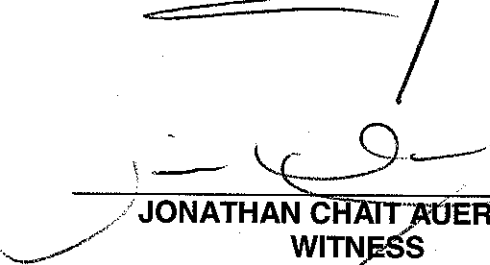
TWENTY-THIRD: This Agreement is signed on November 19, 2010; will enter into force on December 1st, 2010 and will be deemed terminated on November 30, 2011.



CARLOS FELIX CORONA
CONSUL GENERAL



CHRISTOPHER KEROSKY
ATTORNEY AT LAW



JONATHAN CHAIT AUERBACH
WITNESS



ADRIANA GONZALEZ FELIX
WITNESS



CONSULADO GENERAL DE MÉXICO
SAN FRANCISCO, CALIFORNIA

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