

CONTRACT AMENDMENT AGREEMENT CT-037/2018
CMGRP, INC.

AGREEMENT AMENDING THE SERVICE PROVISION CONTRACT NUMBER CT-037/2018, CORRESPONDING TO FISCAL YEAR 2018, WHICH IS ENTERED INTO ON THE ONE HAND BY BBVA BANCOMER, CORPORATION, MULTIPLE BANKING INSTITUTION, FINANCIAL GROUP BBVA BANCOMER (AS SUCCESSOR TO BBVA BANCOMER SERVICES, CORPORATION, MULTIPLE BANKING INSTITUTION, FINANCIAL GROUP BBVA BANCOMER, WHO IN TURN WAS SUCCESSOR TO BANCOMER, CORPORATION, MULTIPLE BANKING INSTITUTION, GRUPO FINANCIERO BBVA BANCOMER), AS TRUSTEE IN THE TRUST "FONDO MIXTO DE PROMOCIÓN TURÍSTICA DEL DISTRITO FEDERAL" ALSO KNOWN AS FONDO MIXTO DE PROMOCIÓN TURÍSTICA DE LA CIUDAD DE MÉXICO, IDENTIFIED WITH THE NUMBER "F/30343-8" ("F" DIAGONAL THIRTY THOUSAND THREE HUNDRED AND FORTY-THREE DASH EIGHT), WHO SHALL HEREINAFTER IN THE BODY OF THIS CONTRACT BE REFERRED TO AS "THE FUND", REPRESENTED IN THIS ACT MTRA. IRENE MUÑOZ TRUJILLO, IN HER CAPACITY AS GENERAL MANAGER, ASSISTED BY THE MTR. MARCIAL MANUEL CRUZ VÁZQUEZ, IN HIS CAPACITY AS DIRECTOR OF ADMINISTRATION; AND ON THE OTHER HAND, THE COMPANY "CMGRP, INC", WHO WILL HEREINAFTER BE CALLED "THE SUPPLIER", REPRESENTED IN THIS ACT BY C. JOSHUA PAUL KAUFMAN, IN ITS CAPACITY AS LEGAL REPRESENTATIVE WHO WILL JOINTLY BE CALLED "THE PARTIES", IN ACCORDANCE WITH THE FOLLOWING PRECEDENTS, DECLARATIONS AND CLAUSES:

BACKGROUND

I- On February 9, 2018, "THE PARTIES" entered into a Service Rendering Agreement, hereinafter "THE CONTRACT", the purpose of which is to carry out the service of "Integral Public Relations and Advertising Campaign of the Mixed Fund for Tourism Promotion of Mexico City, in the North American market represented by the United States and Canada".

II - The validity of the service was stipulated in the ninth clause of "THE CONTRACT", which is reproduced below:

"NINTH. DURATION OR TERM OF EXECUTION. - THE SUPPLIER" undertakes to perform the services covered by this contract during the period between 15 February and 15 November 2018."

III.- The amount of the service was stipulated in the second clause of "THE CONTRACT" as reproduced below:

"SECOND, TOTAL AMOUNT AND UNIT PRICE TO BE PAID FOR THE SERVICES. - The payment that "THE FUND" will make as a result of this contract and its Technical Annex, in accordance with the Quotation submitted by "THE SUPPLIER", will be for an amount of \$16,720,000.00 (Sixteen million seven hundred and twenty thousand pesos 00/100 M.N.), not including Value Added Tax, which is not applicable under 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 on income taxes and its protocol published in the Official Journal of the Federation on February 3, 1994, updated by the protocols modifying them published in the Official Journal of the Federation on January 25, 1996 and July 22, 2003".

IV. Pursuant to Article 65 of the Mexico City Acquisitions Law, in accordance with the purposes of the Mexico City Mixed Fund for Tourism Promotion, the General Direction of this Entity requested to the

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Public Relations Direction through official letter number FMPT-CDMX/DG/0421/2018 dated November 9, 2018, the copy of which is attached to this instrument, the design and implementation of a strategy for the period between November 16 and December 31, 2018.

V. That by official letter number FMPT-CDMX/DRP/162/2018, the copy of which is attached to this instrument, the Directorate of Public Relations requested the extension of the contracted services and the extension of the validity of "THE CONTRACT" from November 16 to December 31, 2018, in accordance with the provisions of the Technical Annex that is part of this CONVENTION.

VI.- That by order of service number 218, dated November 12, 2018, the following was requested: Expansion of the project "Integral Public Relations and Advertising Campaign of the Mixed Fund for Tourism Promotion of Mexico City in the North American market represented by the United States and Canada", for the period from November 16 to December 31, 2018, for an amount of \$1,000,000.00 (One million pesos 00/100) without considering contributions, corresponding to 6 percent of the total of "THE Contract".

VII. That "THE FUND" has the authorization to contract the services referred to in antecedents I and VI of this instrument, in accordance with the authorization of the Technical Committee of the Trust, through agreement number SE/02/04/2018 dated August 10, 2018, issued in the Second Extraordinary Session of the Sub-Committee on Acquisitions, Leases and Rendering of Services.

VIII. The twenty-fourth clause of "THE CONTRACT" establishes the possibility of being modified in writing and in writing.

IX. The fourteenth clause of "THE CONTRACT" states that: "In the event of an extension of the term of the contract or an increase in the goods, the performance guarantee shall continue in force in accordance with the foregoing, but "THE SUPPLIER" undertakes to submit to "THE FUND" an endorsement or a new surety policy equivalent to the percentage of the modified amount". That in this case corresponds to the amount of \$150,000.00 (One hundred and fifty thousand pesos 00/100 M.N.), equivalent to 15% of the increased amount, without considering any contribution.

X. The modification of "THE CONTRACT" is made pursuant to the provisions of Articles 65 and 67 of the Acquisitions Law of the Federal District.

In view of the foregoing, the parties carry out the following:

DECLARATIONS

I. "THE FUND" THROUGH ITS REPRESENTATIVES:

I.1. That they ratify the declarations made in "THE CONTRACT", since they have not changed to date.

II. "THE SUPPLIER" THROUGH ITS LEGAL REPRESENTATIVE:

II.1. That they ratify the declarations in "THE CONTRACT" since they have not changed to date.

III. OF "THE PARTIES":

III.1 That they manifest under protest to tell the truth that in this instrument there is no fraud, error, injury, bad faith or any other vice of consent that affects the performance of the contract; they also enter into this agreement of mutual consent.

III.2 That express their agreement as to the modifications and adjustments necessary for the proper performance of the object of this agreement, consisting of: Expansion of the project "Integral Public Relations and Advertising Campaign of the Mexico City Mixed Fund for Tourism Promotion in the North American market represented by the United States and Canada".

III.3 The parties mutually recognize their personality and legal powers with which they were held in the main contract, which have not been revoked, limited, modified or restricted in any way, and are therefore bound by the terms of the following:

CLAUSES:

FIRST: "THE PARTIES" voluntarily agree to modify the OBJECT of contract number CT-037/2018 and its Technical Annex for the service: Expansion of the project "Integral Public Relations and Advertising Campaign of the Mixed Fund for Tourism Promotion of Mexico City in the North American market represented by the United States and Canada".

SECOND: DURATION OR TERM OF EXECUTION. - THE SUPPLIER" undertakes to perform the services covered by this contract during the period from 15 February to 31 December 2018.

THIRD: TOTAL AMOUNT AND UNIT PRICE TO BE PAID FOR THE SERVICES. - The payment to be made by "THE FUND" for "THE CONTRACT" and its Technical Annex, in accordance with the quotation presented by "THE SUPPLIER", is for an amount of \$16,720,000.00 (Sixteen million seven hundred and twenty thousand pesos 00/100 M.N.); the extension to the amount object of this agreement will be for the amount of \$1,000,000.00 (One million pesos 00/100 M.N.), not including Value Added Tax, which is not applicable under the Agreement between the Government of the United Mexican States and the Government of the United States of America to avoid double taxation and to prevent tax evasion in matters of income taxes and its protocol published in the Official Journal of the Federation on February 3, 1994, updated by the protocols modifying them published in the Official Journal of the Federation on January 25, 1996 and July 22, 2003.

FOURTH: FORM AND TERMS TO ENSURE COMPLIANCE. In terms of the provisions of Article 73 section III of the Federal District Acquisitions Law and Article 360 of the Federal District Tax Code, "THE SUPPLIER" shall guarantee compliance with this instrument by means of a certified check or drawn on a bank in this locality, a deposit ticket, letter of credit or bond issued by an authorized institution, which shall be issued precisely and only in favor of Bancomer S.A. Trust F/30343-8 Fondo Mixto de Promoción Turística del Distrito Federal, for the amount of \$150,000.00 (One hundred and fifty thousand pesos 00/100 M.N.) equivalent to 15% of the amount of this instrument, without considering any contribution,

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corresponding to the total amount of the modifications that do not exceed 25% of the total amount of "THE CONTRACT".

In the event that a bond is presented, the following legends must be transcribed within the text of the bond:

"The surety institution submits to the execution procedure established in articles 279, 280, 282, 283 and 178 of the Law of Insurance Institutions and Bonds and grants its consent in relation to article 179 of the same Law".

"The performance bond may only be cancelled, in accordance with the provisions of Article 365 of the Federal District Tax Code, and shall remain in force during the processing of all legal remedies or lawsuits filed until a final resolution is issued by the competent authority.

FIFTH: RECOGNITION OF THE MODIFICATIONS: the parties recognize as necessary the modifications to the second and fourteenth clauses of "THE CONTRACT".

SIXTH: PERFORMANCE OF SERVICES. For the purposes of this instrument, "THE SUPPLIER" is obliged to perform all the services contracted by "THE FUND" in accordance with the modifications made to "THE CONTRACT" and its Technical Annex.

SEVENTH: RECOGNITION OF OBLIGATIONS. With the exception of the modifications established in this instrument, CMGRP, INC and "EL FONDO" agree to leave the remaining provisions of "THE CONTRACT" and its Technical Annex subsisting in their terms and with all their legal effects.

EIGHTH: INTERPRETATION. For the interpretation and fulfillment of this agreement, as well as for anything not expressly stipulated in it, "THE FUND" and "THE SUPPLIER" submit to the jurisdiction of the competent Courts of Mexico City, expressly renouncing any jurisdiction that, due to their present or future domiciles or for any other cause, could correspond to them.

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Having read that it was by the parties who intervene in this instrument and are aware of its content, scope and legal force, they sign it in accordance with the margin and fit in triplicate on November 12, 2018, leaving two copies in the possession of "EL FONDO" and one copy in the possession of "EL PROVIDOR".

BY "THE SUPPLIER"

JOSHUA PAUL KAUFMAN
LEGAL REPRESENTATIVE OF CMGRP, INC.

BY "THE FUND"

IRENE MUÑOZ TRUJILLO
GENERAL MANAGER
MARTIAL MANUEL CRUZ VÁZQUEZ
MANAGING DIRECTOR

LEGAL REVISION

LIC. LYDIA GONZÁLEZ HERNÁNDEZ
DEPUTY DIRECTOR OF CONTRACTS AND AGREEMENTS

The foregoing signatures belong to the Agreement Modifying Contract CT-037/2018, entered into between the Mixed Fund for Tourism Promotion of Mexico City and CMGRP, INC. which consists of 5 pages printed on the obverse side and 3 pages printed on the reverse side, corresponding to its Technical Annex.

TECHNICAL ANNEX OF THE AMENDING AGREEMENT TO CONTRACT NO. CT-037/2018
CMGRP, INC.

TECHNICAL ANNEX

A COMPREHENSIVE PUBLIC RELATIONS AND ADVERTISING CAMPAIGN FOR MEXICO CITY'S MIXED
TOURISM PROMOTION FUND IN THE U.S. MARKET REPRESENTED BY THE UNITED STATES AND CANADA.

NOVEMBER 16 TO DECEMBER 31, 2018

I. BACKGROUND:

The activities carried out by the Public Relations and Advertising Agency contracted by the CDMX Mixed Fund for Tourism Promotion for the U.S. and Canadian markets during 2018, have positioned and underpinned the image of CDMX as a cosmopolitan destination, with a vast culture, host of internationally renowned events and unparalleled gastronomy among other attributes; the reach of positive editorial content on CDMX was also substantially multiplied through a great diversity of digital and traditional media in Canada as well as in the USA, for example: The New York Times, Huffington Post, Houston Citybook, Wall Street Journal, Luxury Travel, Toronto Star, Forbes, Fox News, CNN News, CBS, City Line, Google Travel, Conde Nast Traveler, Travel + Leisure, Departure, Google, among others.

II. GENERAL OBJECTIVE

- Continue with the work of positioning the brand "CDMX Mexico City" and the destination.
- To have a company that allows the continuity of the different activities and best practices that were carried out in previous years and that facilitates their consolidation.
- Generate interest in the U.S. and Canadian markets to visit the CDMX among tourists who have visited the destination before and among those who do not yet know it and are looking for new vacation options.

III. SERVICE BENEFITS

- Position, strengthen, recognize and foster loyalty to the Mexico City Brand: CDMX Mexico City.
- Generate incremental flows of tourists from the North American region to Mexico City.
- To increase the average stay of visitors coming from the indicated Region.
- Generate a greater economic flow in the CDMX.
- Maintain the tourist momentum that Mexico City has awakened in the minds of the top of mind, American and Canadian.
- To maintain and consolidate Mexico City as a world-class, avant garde, unique and inclusive metropolitan destination that is characterized by offering unique experiences at an unparalleled cost-benefit ratio.

VI. DESCRIPTION OF THE SERVICE REQUESTED

Communication and public relations strategy for positioning the CDMX brand in the North American market of the United States and Canada.

Media Relations

Expansion of the communication and public relations strategy to position the CDMX brand in the US and Canadian markets.

1. Develop press materials, when necessary, for distribution to the media.

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2. Create and distribute monthly emails for media (media emails). Covering different angles of information about the CDMX of interest to the target audience, as well as media pitches.
3. Develop and maintain media databases for national and regional media in Canada and the United States (television, radio, press, magazines and digital media) and proactively conduct media outreach programs that include key markets such as: Atlanta, Chicago, Dallas, Houston, Los Angeles, Miami, New York, San Francisco, Toronto, Vancouver.
4. Monitor and respond to media inquiries.
5. Constant media monitoring and reporting on issues of relevance to or about Mexico City.
6. Maximize the return on investment of the relationship with media, generating key messages of relevant moments of the CDMX to introduce the destination in conversations through social networks.
7. Identify opportunities to amplify destination content by presenting key messages.
8. Maintain a high resolution image bank of Mexico City (FMPT will provide them).

Deliverable

A Report that Includes:

1. The most outstanding results obtained.
2. Total number of bimonthly press clippings with the number of Total Impressions and an analysis describing the tone of the publications (positive, neutral, negative).
3. Press clippings with the media coverage generated.
4. List of incoming and outgoing media contacts with the topics covered.
5. The monthly media emails sent to the media with information from Mexico City.
6. Press releases and/or materials sent to the media.
7. General report for the case of support in activities of events of the tourist industry and/or encounters with media.

Crisis Counseling

Create a strategy for tourism reputation management.

1. Provide advice and reactive response as appropriate.
2. Develop assessments for critical tourism-related issues
3. Monitor and respond to media inquiries

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Deliverable

Include report:

1. Recommendations related to incidents that may occur during the extension period
2. Memorandum of strategy and framework for outlining the approach to crises directly related to tourism

BY "THE SUPPLIER"

BY "THE FUND"

JOSHUA PAUL KAUFMAN
LEGAL REPRESENTATIVE OF CMGRP, INC.

MÓNICA VALDÉS RICÁRDEZ
DIRECTOR OF PUBLIC RELATIONS

The foregoing signatures belong to the Technical Annex, consisting of 3 sheets printed on the obverse side, of the Service Rendering Contract number CT-125/2018 entered into between the Mexico City Mixed Tourism Promotion Fund and Jai Alive Entertainment, S.A. de C.V.