

**THIRD AMENDMENT TO CONTRACT FOR ACCOUNTING SERVICES
BY AND BETWEEN THE
OFFICE OF THE GOVERNOR OF TEXAS,
ECONOMIC DEVELOPMENT AND TOURISM OFFICE
AND
BDO MÉXICO**

THIS THIRD AMENDMENT to the Contract for Accounting Services by and between the Economic Development and Tourism Office within the Office of the Governor of Texas (“OOG”) and BDO Castillo Miranda y Compañía, S.C., d.b.a. “BDO México” (“Contractor”). The OOG and Contractor are referred to collectively herein as the “Parties.”

INDUCEMENTS

WHEREAS, the Parties agreed to and executed a Contract for Accounting Services for the contract period March 15, 2017 through August 31, 2017, hereinafter referred to as the “Original Contract”; and

WHEREAS, the Original Contract has been previously amended twice in relation to services provided by Contractor; and

WHEREAS, the OOG requires certain additional certifications and assurance regarding Contractor’s compliance with certain anti-corruption laws in the context of Contractor’s services; and

WHEREAS, the Parties intend to create a new contract consisting of the provisions of this Third Amendment and the remaining unchanged provisions of the Original Contract and any prior amendments.

NOW THEREFORE, in consideration of the mutual inducements, covenants, and conditions herein, the Parties agree as follows:

SECTION 1. AMENDMENT. The following amendment to the Contract as set forth herein shall be effective as of October ___, 2018:

- (1) **ADDITION OF CONTRACTOR REQUIREMENTS FOR COMPLIANCE WITH APPLICABLE LAWS.** The Parties agree to amend *Section 12 (Contractor Certifications)* of the Original Contract by adding a new *Subsection 12.R.* to read as follows:

“R. Compliance with Laws; Dealing with Public Servants

Contractor certifies that Contractor and its representatives, if any, are aware of and will comply with all applicable U.S. and international laws, statutes, and regulations at all times, including, without limitation, the following: (i) the United States Foreign Corrupt Practices Act of 1977 (“FCPA”), 15 U.S.C. §§ 78dd-1, et seq.; (ii) Sections 36.02 or 36.03 of the Texas Penal Code, prohibiting bribery or coercion of public officials; (iii) Section 36.09 of the Texas Penal Code, prohibiting the offering or conferring of benefits to public servants; and (iv) Section 2155.003 of the Texas

Government Code, prohibiting an employee of the OOG from having an interest in a contract or bid for a purchase of goods or services by an agency of the state, or awarding anything of value or a promise, obligation, or contract for future reward or compensation; (v) and all other applicable laws, statutes, and regulations of the United States and elsewhere, and will conduct themselves in keeping with the OOG's policies and the highest ethical standards.

The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of this Contract, if any. Except where otherwise expressly required by applicable laws and regulations, OOG shall not be responsible for monitoring Contractor's compliance. If Contractor performs any work knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all claims, costs, losses, and damages caused by, arising out of, or resulting there from. OOG is entering into this Contract in reliance on the accuracy of the representations and the warranties contained in this section. Contractor acknowledges that, in addition to any other remedies OOG may have, breach of this section constitutes grounds for OOG to terminate this Contract immediately. In such event, Contractor agrees and acknowledges that Contractor shall lose any right to receive reimbursements, commissions, fees, or other compensation under this Contract, whether already earned or not. Upon request of OOG during the term of this Contract, Contractor agrees to sign and deliver further certifications to OOG in the form required by Exhibit A (Certification of Contractor Compliance)."

SECTION 2. ENTIRE AGREEMENT

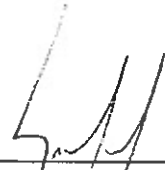
The entire agreement between the Parties consists of the provisions of this Third Amendment and the remaining unchanged provisions of the Original Contract and any amendments. No prior agreement or understanding, oral or otherwise, of the Parties or their agents will be valid or enforceable unless embodied in this Contract. To the extent of any conflict between this Third Amendment, the Original Contract and any prior amendments, the terms of this Third Amendment shall supersede and control over any prior or contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written.

OFFICE OF THE GOVERNOR

BDO-MÉXICO



Chief of Staff or Designee
OFFICE OF THE GOVERNOR



Javier García Sancho Prieto M., Partner
BDO CASTILLO MIRANDA Y COMPAÑIA, S.C.

**EXHIBIT A
CERTIFICATION OF COMPLIANCE**

In addition to the requirements set forth under the Contract, Contractor must comply with the following additional compliance terms and conditions. In the event of any conflict between the Contract and this Certification, the more stringent terms and conditions shall control.

1. Definitions. As used in this Certification, the following terms have the meanings assigned:

- a. "Government Official" includes:
 - i. Any director, officer, or employee of any government, or any department, agency, instrumentality, or entity owned or controlled by a government outside the U.S. (e.g., a state-owned utility company);
 - ii. Any person acting in an official capacity for or on behalf of any such government, department, agency, instrumentality, or entity;
 - iii. Any officer or employee of any political party or faction outside the U.S.;
 - iv. Any candidate for political office outside the U.S.; or
 - v. Any director, officer, or employee of any public international organization, like the World Bank.
- b. "Representative" includes the Contractor's affiliates, employees, contractors and subcontractors, and representatives.

2. Compliance with Anti-Corruption Laws. Contractor represents, warrants, and agrees that it has knowledge of applicable anti-corruption laws, including the United States Foreign Corrupt Practices Act ("FCPA"), and other applicable anti-bribery and anti-corruption laws and regulations. Contractor represents, warrants, and agrees that neither it nor any of its employees, agents, or other Representatives will directly or indirectly take any action that would constitute a violation of applicable anti-corruption laws with respect to any activities performed by the Contractor related to OOG's business.

3. Prohibition on Improper Payments.

Contractor represents, warrants, and agrees that, in connection with the services to be performed for OOG, neither it nor any of its employees, agents, or other Representatives has or will pay, offer, promise to pay, or authorize the payment, or offer or promise to pay, directly or indirectly, any monies or anything else of value to any current or former Government Official (defined below), for the purposes of:

- a. Influencing any act, inaction, or decision of, such persons in their official capacity; or
- b. Securing any improper advantage from such persons; or
- c. Inducing any such persons to use their influence with a government, or agency or instrumentality thereof, to affect or influence any act or decision of such government, or agency or instrumentality thereof;

4. Additional Payments. Contractor agrees that it will not pay, or offer, or agree to pay:

- a. Any foreign political contribution or charitable donation in respect of any business for which it provides services to OOG.
- b. Any facilitation payment or "grease" payment in respect of any business for which it provides services to OOG.

5. Accuracy of Representations and Information. Contractor represents and warrants that all representations, warranties, and covenants set forth in this Certification are truthful and accurate. Contractor shall notify OOG in writing immediately upon the occurrence of any event that would render the representations, warranties, and covenants contained herein incorrect.

As a duly appointed representative of Contractor, I warrant that I am authorized to sign this Certification for and on behalf of Contractor.

Name of Contractor: CASTELL, MIRANDA y COMPANIA SC
Signature: [Signature]
Date: OCTOBER 30 2018

**SECOND AMENDMENT TO CONTRACT FOR ACCOUNTING SERVICES
BY AND BETWEEN THE
OFFICE OF THE GOVERNOR OF TEXAS,
ECONOMIC DEVELOPMENT AND TOURISM OFFICE
AND
BDO MÉXICO**

THIS SECOND AMENDMENT to the Contract for Accounting Services by and between the Economic Development and Tourism Office within the Office of the Governor of Texas (“OOG”) and BDO Castillo Miranda y Compañía, S.C., d.b.a. “BDO México” (“Contractor”). The OOG and Contractor are referred to collectively herein as the “Parties.”

INDUCEMENTS

WHEREAS, the Parties agreed to and executed a Contract for Accounting Services for the contract period March 15, 2017 through August 31, 2017, hereinafter referred to as the “Original Contract”; and

WHEREAS, OOG intends to extend the Contract Term for an additional twelve (12) months pursuant to Section 4.2 of Original Contract to cover the period of performance from September 1, 2018 through August 31, 2019; and

WHEREAS, the Parties intend to create a new contract consisting of the provisions of this Second Amendment to the Contract for Accounting Services and the remaining unchanged provisions of the Original Contract;

NOW THEREFORE, in consideration of the mutual inducements, covenants, and conditions herein, the Parties agree as follows:

SECTION 1. AMENDMENTS. The following amendments to the Original Contract as set forth herein shall be effective as of September 1, 2018:

- (1) **CHANGE IN TERM OF THE CONTRACT.** Section 4 of the Original Contract is amended by modifying Section 4.1 to read as follows:

“**Term of Contract.** This Contract shall commence September 1, 2018 and shall terminate on August 31, 2019 unless terminated earlier pursuant to Section 10 of this Contract.”

- (2) **CHANGE IN MAXIMUM CONTRACT AMOUNT.** Section 6 of the Original Contract is amended by modifying Section 6 to read as follows:

“**MAXIMUM CONTRACT AMOUNT.** The Parties stipulate and agree that the OOG’s total liability to Contractor, including consideration for the full, satisfactory and timely performance of all its duties, responsibilities and obligations, and for reimbursement of all expenses as set forth in this Contract or arising out of any Performance Period herein shall not exceed: **FIVE THOUSAND THIRTY FIVE AND 00/100 (\$5,035.00) DOLLARS**”

for the Performance Period of September 1, 2018 through August 31, 2019. Contractor will not be compensated for any time expended or expense incurred before the effective date of this Contract. The Parties stipulate and agree that any act, action or representation by either party, their agents or employees that purports to increase the liability of the OOG is voidable by the OOG unless this Contract is amended by written agreement.”


- (3) **REQUIRED CONTRACT VERIFICATION.** Section 12 of the Original Contract is amended to by adding a new Section 12.R to read as follows:

“**R. Israel.** In accordance with Texas Government Code, Chapter 2270, Contractor verifies that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Contract.”

SECTION 2. ENTIRE AGREEMENT

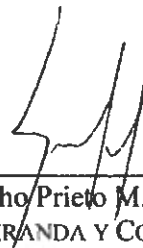
The entire agreement between the Parties consists of the provisions of this Second Amendment and the remaining unchanged provisions of the Original Contract. No prior agreement or understanding, oral or otherwise, of the Parties or their agents will be valid or enforceable unless embodied in this Contract. To the extent of any conflict between this Second Amendment and the Original Contract, the terms of this Second Amendment shall supersede and control over any prior or contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written.

OFFICE OF THE GOVERNOR



Chief of Staff or Designee
OFFICE OF THE GOVERNOR

BDO-MÉXICO



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BDO CASTILLO MIRANDA Y COMPAÑIA, S.C.