AGREEMENT OF COLLABORATION THAT IS CELBRATED BY TWO PARTIES, THE LXIII LEGISLATURE OF THE SENATORS HONORABLE CONGRESS OF THE UNION CHAMBER, REPRESENTED IN THIS ACT BY SENATOR PABLO ESCUDERO MORALES PRESIDENT OF THE BOARD OF DIRECTORS; AND THE OTHER PARTY THE SAN DIEGO REGIONAL CHAMBER OF COMMERCE, "THE CHAMBER OF COMMERCE", REPRESENTED IN THIS ACT BY JERRY SANDERS, PRESIDENT AND CEO, WHO WILL JOINTLY BE APPOINTED "PARTIES",WHICH ARE SUBJECT TO THE FOLLOWING BACKGROUND, STATEMENTS AND CLAUSES:

A N T E C E D E N T E S

For decades the United States and Mexico have developed strong business relationships and ties that unite the two countries in a collaborative effort to ensure continued prosperity on both sides of the border. The connection between the two nations contributes to harmonious development and expansion of trade and provides a catalyst for broader international cooperation, which is now in a critical state as a result of recent U.S. federal government policies. The Cali-Baja region (California-Baja California) demonstrates how strong cross-border relationships contribute to a competitive economy.

Commitment to serve the community through policies that strengthen our global competitiveness will continue to show our region as a national model for bilateral trade and friendly relations.

The benefits of cross-border trade have had a positive impact on the economies of the United States and Mexico. In 2015, trade between the two countries amounted to $ 583.6 billion, making Mexico the second largest export market in the United States. That same year, the United States imported more than $ 295 billion worth of products from Mexico, which account for a significant share of the nation's total imports.

The Cali-Baja region, home to the busiest border crossing in the Western Hemisphere, has a thriving economy due to effective trade agreements, a talented workforce, strong bi-national communication and cooperation. Economic ties between the United States and Mexico are evident in the Cali-Baja region. Mexico is San Diego's number one export market at approximately $ 5.5 billion dollars in goods and international trade supports more than 110,000 jobs in San Diego.

The region’s integrated supply chain enables both nations to leverage its competitiveness and deliver high quality products to end users. By producing together and combining strengths as a dynamic, productive, and binational mega-region, Cali-Baja will continue to tap the enormous potential of our region as a global competitor.

For over 145 years, "THE CHAMBER OF COMMERCE" has played an important role in driving our region forward, as the West Coast's largest local Chamber with approximately 2,500 members and approximately 300,000 employees. "THE CHAMBER OF COMMERCE" represents a strong and unified voice committed to raising the profile of our binational region.

Through its international work, the Chamber encourages the development of global policies that drive the economy through efficient cross-border commerce and international trade, political and cultural relations.

On the other hand, "THE CHAMBER OF SENATORS" maintains ongoing awareness of international developments with the intent of presenting legislative actions to better help the nation cooperate with other countries.

The development of the Northern Border of Mexico, not only depends on the actions carried out by the Mexican Government, at its three levels of government, but also needs a set of binational actions, whose mechanisms of coordination and communication with the authorities of the Government of the United States of America, will allow the development of the region to be integral.

Topics such as border crossings, migration, economics, jobs, transport, customs, environment, energy, water, field development, health and education, are the axes on which The border legislative agenda will be developed, taking as a starting point the needs manifested by the authorities and the population that live in that Region.

D E C L A R A T I O N S

1. "THE CHAMBER OF COMMERCE" DECLARES THAT:

1.1. The Chamber is a binational organization that serves as the hub for connections and collaboration for the Cali-Baja business community, and fights for its members and all the region’s businesses by supporting pro-business policies and candidates.

1.2. In accordance with the Chamber’s bylaws and the agreement of its members dated December 4, 2012; Mr. Jerry Sanders, is the legal representative of the organization and has authorization to go through with this agreement.

1.3. For the legal effects of the present document, it indicates as domicile the located 402 W. Broadway, Suite 1000, San Diego, CA 92101.

2. "THE CHAMBER OF SENATORS" DECLARES THAT:

2.1. It is a collegiate body that is an integral part of the Federal Legislative Power, in accordance with what is established by Article 50 of the Political Constitution of the United Mexican States.

2.2. He is duly represented by Senator Pablo Escudero Morales, in his capacity as President of the Board of Directors, who was elected by the Plenary of "SENADO", on August 31, 2016, reason why he has sufficient powers to subscribe of this agreement, in accordance with article 67, paragraph 1 of the Organic Law of the General Congress of the United Mexican States.

2.3. For the legal effects of this legal instrument, it indicates as its address, located at Avenida Paseo de la Reforma 135, Insurgentes Centro corner, Colonia Tabacalera, Cuauhtémoc Delegation, Zip Code 06030, in Mexico City.

3. "THE PARTIES" DECLARE THAT:

3.1. Reciprocal recognition of the personality with which they are displayed, so they appear at the signing of this agreement and are in the best willingness to support themselves to fully comply with the purpose of this instrument.

Having said the above, "THE PARTIES" agree to hold their commitments in the terms and conditions provided in the following:

FIRST. OBJECTIVE. The purpose of this agreement is to establish the basis for collaboration and support between "THE PARTIES" to promote and protect the commercial relations of the northern border region, reaffirming the commitment to serve and defend the interests of a bilateral economy, as well as to create and promote Business opportunities on both sides of the US-Mexican border through laws and initiatives that generate the highest levels of collaboration and business opportunities in the region.

SECOND. SCOPE. "THE PARTIES" agree that the object referred to in the previous clause will serve as a bridge to formulate proposals and policy initiatives as legislative instruments that foster greater business opportunities and generate a stronger dynamic economy in the cross-border region. Priorities will include but are not limited to trade, infrastructure, immigration and tourism.

THIRD.- SPECIFIC AGREEMENTS. In order to carry out the purpose of this Collaboration Agreement and in accordance with its scope, "THE CHAMBER OF SENATORS" and "THE CHAMBER OF COMMERCE", will conclude specific collaboration agreements for each of the projects that are determined, which once Shall become an integral part of this General Convention. "THE CHAMBER OF SENATORS" and "THE CHAMBER OF COMMERCE" will describe with precision the activities to be developed, the economic, material and human contributions that, if necessary, each of the parties, the calendar of activities and other data Necessary to determine the purposes and scope of each instrument.

FOURTH. COMMITMENTS OF "THE PARTIES". In order to comply with this agreement, "THE PARTIES" undertake to:

1. To assist and support one another in order to fulfill the objectives of this agreement, by committing themselves to a thorough and precise communication;
2. To collaborate among all its members to everything necessary to fulfill the object of the present agreement;
3. To meet at least twice a year alternating the headquarters in Mexico City and another in a border city, starting in San Diego California, in order for "THE CHAMBER OF SENATORS" through the Commission of Border Affairs North is informed of the challenges and achievements of the members of "THE CHAMBER OF COMMERCE".
4. To promote the present agreement so that other Border Binational Chambers of Commerce will contribute to the open communication with "THE CHAMBER OF SENATORS", through the North Border Affairs Commission and hold a thorough dialogue throughout the border region.

FIFTH.- OBLIGATIONS OF "THE CHAMBER OF SENATORS" .- "THE CHAMBER OF SENATORS" through the Commission of Border Affairs North commits to review, analyze and, if appropriate, propose necessary legislation as possible solutions to issues that may hinder good bilateral relations in various areas, such as trade, transportation, infrastructure, immigration and tourism, among others.

SIXTH.- OBLIGATIONS OF "THE CHAMBER OF COMMERCE" .- "THE CHAMBER OF COMMERCE", commits to continue promoting cross-border commerce while supporting families and residents in the border region and strengthening economic and social growth for the benefit of both countries.

SEVENTH.- WORKING GROUP. For the monitoring and follow-up of the activities that will be generated in order to fulfill the purpose of this collaboration agreement, "THE PARTIES" agree to form a working group whose determinations will be adopted by consensus.

A. For "THE CHAMBER OF SENATORS" will participate Senator Héctor David Flores Ávalos, President of the North Border Affairs Commission.

B. By "THE CHAMBER OF COMMERCE" will participate Paola Avila, Vice President of International Business Affairs.

EIGHTH. INTELLECTUAL PROPERTY. "THE PARTIES" agree that intellectual works resulting from actions carried out under this instrument or specific agreements shall be owned by the party that produced them; If these are the result of a joint work "THE PARTIES" involved will subscribe to the corresponding legal instrument in terms of the provisions of the Federal Law on Copyright, its Regulations and other applicable regulations.

NINTH. LABOR RELATIONS. "THE PARTIES" agree that the personnel hired, employed or commissioned by each one of them to comply with this agreement will only have an employment relationship with the one that hired, hired or commissioned, and therefore assume their responsibility for this concept, in no case may the other party be considered as a substitute or joint employer.

TENTH. MODIFICATION TO THE CONVENTION. This General Collaboration Agreement may be modified by any of the "PARTIES", upon written notification and expressed statement in accordance with the proposed modification of the other party, within a period not exceeding thirty calendar days after the date of notification.

ELEVENTH. VALIDITY. The present agreement will take effect from the date of its signature and until August 31, 2018, the date on which the LXIII Legislature of the Senate ends.

TWELFTH. TERMINATION. "THE PARTIES" by mutual agreement or at the request of one of them, may terminate this instrument, provided that the party requesting it so declares in writing to the other, at least thirty calendar days in advance, to the Date on which it is intended to be terminated.

In the event of pending activities or tasks in development, the necessary provisions must be made to give continuity to their completion, unless otherwise agreed and in writing by "THE PARTIES".

THIRTEENTH. OF THE CASE FORTUITO OR FORCE MAJOR. It is expressly agreed that "THE PARTIES" shall not incur liability for breach of the obligations contracted under this agreement when they are materially prevented by a fortuitous event or force majeure, on the understanding that, once these events have been overcome, will resume activities in the form and terms that they determine by mutual agreement. In this case, a party that is unable to comply with the obligations acquired through this instrument, must notify the other in writing to the other as soon as possible, as well as take the necessary provisions for the remedy of the Situation concerned.

FOURTEENTH. CONFIDENTIALITY. "THE PARTIES", are obliged to keep under strict confidentiality the information that is exchanged or provided for the execution of the present instrument, reason why they cannot provide it to third parties outside "THE PARTIES", unless it has the consent Express of each one of them and with the exception of that information that must be provided in the terms of the Federal Law of Transparency and Access to Governmental Public Information and other laws in the matter.

FIFTEENTH. INTERPRETATION AND DISPUTES. "THE PARTIES" agree that this collaboration agreement is a product of good faith, so if differences arise regarding the scope, interpretation or execution of the agreement, they will resolve it by mutual agreement through the working group to which they do mention the fifth clause.

Having read the present agreement of collaboration, and knowing "THE PARTIES" of its content and legal scope, they ratify and sign it in quadruplicate, on the sidelines and on the spot, on March 28, 2017, in Mexico City.

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| **BY “LA CÁMARA DE COMERCIO”**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **MR. JERRY SANDERS**  **PRESIDENTE** | **BY “LA CÁMARA DE SENADORES”**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **SEN. PABLO ESCUDERO MORALES**  **PRESIDENTE DE LA MESA DIRECTIVA** |

**WITNESSES**

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| **PAOLA AVILA**  **VICE PRESIDENT OF INTERNATIONAL BUSINESS AFFAIRS.** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **SEN. HÉCTOR DAVID FLORES ÁVALOS**  **PRESIDENTE DE LA COMISIÓN DE ASUNTOS FRONTERIZOS NORTE** |