

1. Name of Registrant <b>ARNOLD &amp; PORTER</b>	2. Registration No. <b>1750</b>
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To correct a deficiency in
- Initial Statement
- Supplemental Statement for \_\_\_\_\_
- To give a 10-day notice of a change in information as required by Section 2(b) of the Act.
- Other purpose (specify) \_\_\_\_\_
- XX**  
 To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-  
**Attached Letter Agreement**

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 more space is needed, full size insert sheets may be used.

This amendment to Registrant's Registration Statement is to give notice of a change in information relating to the Exhibit B filed for a foreign principal of the registrant, Consejo Empresarial Mexicano Para Asuntos Internacionales (CEMAI). The Registrant has entered into a new written agreement with the foreign principal for the period ending December 31, 1988 (A signed copy of which was received on August 17, 1988). A copy is attached.

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DEPT. OF JUSTICE  
CRIMINAL DIVISION

The undersigned swear(s) or affirm(s) that he has (they have) read the information set forth in this amendment and that he is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (their) knowledge and belief.

*Robert E. Herzstein*

Robert E. Herzstein

*(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)*

Subscribed and sworn to before me at Washington, D.C.

this 12<sup>th</sup> day of October, 19 88

*Rosemary Parks*  
(Notary or other officer)

My Commission Expires April 30, 1992

My commission expires \_\_\_\_\_

**ARNOLD & PORTER**

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ROBERT HERZSTEIN  
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June 1, 1988

Juan Elek  
Presidente Seccion Mexicana  
Comite Empresarial Mexico-Estados  
Unidos  
Mariano Escobedo 510  
Quinto Piso  
11590 Mexico, D.F.  
Mexico

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MEXICO CITY  
OCT 13 1988

Dear Juan:

I am writing this letter to confirm the understanding we have reached in our discussions, with respect to work that Arnold & Porter will perform on behalf of CEMAI during 1988.

You have asked that we continue to work on CEMAI's behalf to support legislative and administrative actions by the U.S. government that would have a constructive influence on Mexico's trade relationship with the United States, and to oppose actions that would have an adverse impact. Toward this end, we will seek to promote an understanding of the very important potential benefits for both the United States and Mexico to be achieved by improved economic relations between the two countries.

This activity would include monitoring trade developments in order to anticipate forthcoming actions. We will continue the program begun last year of working closely with the Trade Office of the Mexican Embassy to coordinate the efforts of allied Mexican and U.S. companies and trade groups. In addition, we will make a special effort to work with the CEMAI Washington representative.

If specific trade disputes or complaints arise during the year, we will seek to inform you of them as early as possible and to advise you with respect to their implications; however, the specific defense of such matters would normally require representation that goes beyond the scope of the services contemplated in this agreement. Moreover, any special CEMAI Washington activities such as a "Mexico Day" as part of our coalition building effort would likely entail additional expenses not covered by the scope of this agreement.

ARNOLD & PORTER

Juan Elek  
June 1, 1988  
Page 2

CEMAI will establish a budget of \$80,000 to pay for our services at the rate of \$8000 per month during the final 10 months of 1988. The fee for our services will be based on the time required, calculated at our normally hourly rates. We will send a statement each month for a retainer of \$8000. Payment would be made by the 10th of each month. The amounts received will be held in a retainer account, from which our actual fees will be deducted.

As I reported to you, we were able to cover our fees and expenses for January and February 1988 with funds that remained in CEMAI's 1987 retainer account. I am enclosing our statement for the four months of March through June.

Since some months will require much greater effort than others, a surplus from some months will be carried forward for use later. Any retainer balance remaining at the end of the year will be refunded to you or, by agreement, carried over for use next year.

At this point, we anticipate that we will be able to cover in the above budget our routine expenses, such as normal telephone calls, telexes, xeroxing and taxi fare. However, if it is necessary to expend larger sums on such items as large mailings or long-distance travel, etc., we probably will not be able to cover them from the retainer payments and will consult with you about separate arrangements.

If this letter properly summarizes our agreement, I would appreciate it if you would sign the enclosed copy and return it to me for our files.

With cordial regards,

Sincerely yours,



Robert Herzstein

Enclosure

CEMAI

by

Juan Elek, Presidente