U.S. Department of Justice
Washington D.C. 20530

Amendment to Registration Statment
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0004

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney Genreral transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

1. Name of Registrant	2. Registration No.
Burson-Marsteller	2469

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)* _____

☒ To give notice of change in an exhibit previously filed.
Receipt of 1992 contract.

4. If this amendment requires the filing of a document or documents, please list-
Signed formal 1992 contract between SECOFI and Burson-Marsteller.

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 is filed to provide a copy of the 1992 signed contract. This signed contract includes provisions for services by two subcontractors, Gold and Liebengood (a wholly owned subsidiary of Burson-Marsteller) and the Brock Group (an independent firm). Burson-Marsteller receives monthly installments of $264,333, Gold and Liebengood receives 27,000, and the Brock Group receives $30,000, totaling 321,333.

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'92 JUL 30 P1:07
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SECTION
REGISTRATION UNIT

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.

Richard A. Moore

(All 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, DC

this 30 day of July ,19 92 Kathryn Sluger

(Notary or other officer)

Kathryn Sluger
Notary Public, District of Columbia
My Commission Expires July 31, 1994

My commission expires ~~My Commission Expires July 31, 1994~~

Kathryn Sluger
Notary Public, District of Columbia
My Commission Expires July 31, 1994

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CONTRATO DE PRESTACION DE SERVICIOS TECNICOS Y PROFESIONALES QUE CELEBRAN POR UNA PARTE EL EJECUTIVO FEDERAL POR CONDUCTO DE LA SECRETARIA DE COMERCIO Y FOMENTO INDUSTRIAL, EN LO SUCESIVO "LA SECRETARIA", REPRESENTADA POR EL LIC. ANTONIO ARGÜELLES EN SU CARACTER DE OFICIAL MAYOR DE LA DEPENDENCIA, Y POR LA OTRA BURSON MARSTELLER EN LO SUCESIVO "LOS CONSULTORES" REPRESENTADOS POR EL SEÑOR THOMAS D. BELL JR., AL TENOR DE LAS SIGUIENTES

'92 JUL 30 P1:07
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DECLARACIONES

1. Declara "LA SECRETARIA":

1.1 Que es una dependencia del Poder Ejecutivo Federal, conforme a lo dispuesto en el articulo 26 de la Ley Orgánica de la Administración Pública Federal.

1.2 Que conforme al artículo 34 del mismo ordenamiento, le corresponde a esta dependencia entre otros asuntos, formular y conducir las políticas generales de industria, comercio exterior, fomentar el comercio exterior, estudiar, proyectar y determinar los aranceles; estudiar y determinar las restricciones para los artículos de importación y exportación; participar en la fijación de los criterios generales para el establecimiento de los estímulos al comercio exterior, y estudiar y determinar mediante reglas generales, los estímulos fiscales necesarios para el fomento industrial y el comercio exterior, promover, orientar la inversión extranjera y, en su caso, organizar la investigación industrial.

1.3 Que para el desarrollo de sus funciones, requiere de los servicios técnicos y profesionales con las características y calendario que se detallan en el "ANEXO UNO" de este contrato.

1.4 Que de acuerdo con lo establecido en la fracción XIII del artículo 7° del Reglamento Interior de la Secretaría de Comercio y Fomento Industrial, el Oficial Mayor es el Servidor Público que tiene conferidas la facultades para celebrar los convenios y contratos en los que la dependencia interviene como parte.

1.5 Que cuenta con los recursos financieros para cubrir los honorarios de "LOS CONSULTORES", de acuerdo a la asignación presupuestal número _____.

1.6 Que señala como domicilio, el ubicado en Alfonso Reyes No. 30, Colonia Condesa, C.P. 06179, México, Distrito Federal.

2. Declaran "LOS CONSULTORES":

2.1 Que son una división de una sociedad limitada, que están en operación y autorizados para efectuar negocios bajo la denominación de Burson Marsteller, como lo acreditan con el certificado expedido por Denise Y. Turner, Notario Publico No. 31-4928894 para el Estado de Nueva York. Este certificado ha sido legalizado por el Consulado General de México en Nueva York, Estados Unidos, en fecha 28 de octubre de 1991.

2.2 Que el Sr. Thomas D. Bell cuenta con las facultades necesarias para suscribir el presente contrato en su representación, como lo acredita con el acta notariada expedida por Denise Y. Turner, Notario Publico No. 31-4928894 para el Estado de Nueva York, y legalizado por el Consulado General de México en Nueva York, Estados Unidos, en fecha 28 de octubre de 1991.

2.3 Que cuentan con los elementos profesionales y técnicos necesarios para cumplir con las obligaciones derivadas del presente contrato.

2.4 Que para los efectos legales a que haya lugar, señalan como su domicilio 1850 M Street Suite 900, Washington, D.C. 20036, Estados Unidos de América.

3. Declaran las partes:

3.1 Que se reconocen ampliamente con el carácter que se ostentan en este acto y manifiestan su voluntad de obligarse de conformidad con lo estipulado en las siguientes:

C L A U S U L A S

PRIMERA.- El objeto del presente contrato es la prestación por parte de "LOS CONSULTORES" de los servicios a que se refiere el "ANEXO UNO" conforme a las características determinadas en el mismo. El Anexo señalado forma parte integrante de este contrato para todos los efectos legales.

SEGUNDA.- "LOS CONSULTORES" se obligan a prestar los servicios a los que se refiere el "ANEXO UNO" de acuerdo a las más altas normas de calidad técnica y profesional.

TERCERA.- La duración del presente contrato será del 1o. de enero de 1992 al 31 de diciembre de 1992.

CUARTA.- Las partes convienen en que el monto total de los servicios objeto de este contrato es de un máximo de $3,855,996 (TRES MILLONES OCHOCIENTOS CINCUENTA Y CINCO MIL NOVECIENTOS NOVENTA Y SEIS 00/100) dólares de los Estados Unidos, ó su equivalente en moneda nacional. Para cubrir esta cantidad, "LA SECRETARIA" se obliga a pagar a "LOS CONSULTORES" doce mensualidades de $321,333 (TRESCIENTOS VEINTIUN MIL TRESCIENTOS TREINTA Y TRES 00/100) dólares de los Estados Unidos, ó su equivalente en moneda nacional.

QUINTA.- Para el primero de diciembre de 1992 "LOS CONSULTORES" se obligan a proporcionar a "LA SECRETARIA" una lista pormenorizada de los costos de todos los

servicios prestados durante los meses de enero a noviembre de 1992. La lista deberá incluir los costos de los servicios objeto de este contrato, incluyendo los gastos y los honorarios por horas de trabajo del personal de "LOS CONSULTORES".

Si, de conformidad con las clausulas DECIMA, DECIMA PRIMERA Y DECIMA SEGUNDA, este contrato fuera rescindido antes del primero de diciembre de 1992, "LOS CONSULTORES" deberán entregar la lista pormenorizada de costos por servicios prestados durante la vigencia del contrato a más tardar veinte días después de la fecha en que surta efectos la rescisión o el primero de diciembre de 1992, lo que ocurra primero.

Si los costos totales de los servicios prestados son menores que el total de las mensualidades percibidas, "LOS CONSULTORES" reembolsarán el excedente a "LA SECRETARIA" a más tardar diez días después de haber entregado la lista pormenorizada de costos a que se refieren los dos párrafos anteriores.

SEXTA.- "LA SECRETARIA" tendrá el derecho de nombrar auditores profesionales para que mensualmente revisen las cuentas que generan "LOS CONSULTORES", previo acuerdo entre las partes sobre la forma y el procedimiento para llevar a cabo esta revisión.

SEPTIMA.- "LA SECRETARIA" proporcionará a "LOS CONSULTORES" toda la información necesaria para el mejor desarrollo de los servicios objeto del presente contrato.

"LOS CONSULTORES" se obligan a no proporcionar a terceros sin autorización por escrito de la "LA SECRETARIA", la información que les sea proporcionada inclusive después de la rescisión o terminación de este contrato.

OCTAVA.- "LOS CONSULTORES" se obligan:

a) A prestar sus servicios a "LA SECRETARIA" de manera exclusiva, en lo relativo a los servicios objeto de este contrato. En particular, "LOS CONSULTORES" se obligan a notificar a "LA SECRETARIA" todo encargo por terceros que pudiera entrar en conflicto con sus obligaciones contraídas en este contrato y a no aceptar dichos encargos en caso de objeción por parte de "LA SECRETARIA".

b) A responder por todas las obligaciones derivadas de las relaciones de trabajo, respecto del personal que intervenga en la prestación de los servicios contratados, por lo que "LA SECRETARIA" no adquiere ninguna obligación al respecto.

c) Por el pago de los impuestos que cause la ejecución de los servicios contratados.

NOVENA.- "LOS CONSULTORES" no podrán subcontratar los servicios objeto del presente instrumento, ni podrán ceder los derechos de cobro derivado del mismo sin autorización previa y por escrito de "LA SECRETARIA".

Las personas incluidas en el "ANEXO DOS" serán las directamente encargadas de prestar el servicio profesional, sin poder delegar sus funciones a un tercero. El "ANEXO DOS" forma parte integrante de este contrato para todos los efectos legales.

En el caso de que fuera necesario para "LOS CONSULTORES" hacer cambios en el personal designado en el "ANEXO DOS", deberán solicitar por escrito a "LA SECRETARIA" la autorización para llevar a cabo dichos cambios. "LA SECRETARIA" contará con un término de treinta días naturales para resolver si acepta o no los cambios.

Pasado este término y sin que hubiere contestación de "LA SECRETARIA", los cambios se considerarán aprobados.

DECIMA.- Cualquiera de las partes podrá rescindir unilateralmente el contrato, bastando para ello comunicación por escrito a la otra parte con 60 días de anticipación.

DECIMA PRIMERA.- "LA SECRETARIA" podrá rescindir el presente contrato comunicando su decisión por escrito a "LOS CONSULTORES" si:

a) "LOS CONSULTORES" por causas que les sean imputables no ejecutan los servicios de acuerdo con las especificaciones descritas en el "ANEXO UNO" del presente contrato.

b) "LOS CONSULTORES" suspenden injustificadamente la prestación de sus servicios, o no les dan la debida atención por medio del personal competente.

c) "LOS CONSULTORES" proporcionan a terceros información confidencial materia de este contrato, sin autorización expresa de "LA SECRETARIA".

DECIMA SEGUNDA.- Si se da alguna de las primeras dos hipótesis previstas en la cláusula que antecede relativas a deficiencias en la prestación de los servicios, "LA SECRETARIA" requerirá por escrito a "LOS CONSULTORES" para que, dentro de un término de 30 días naturales, las corrijan. Si al final de dicho término, "LOS CONSULTORES" no cumplen satisfactoriamente con lo solicitado, "LA SECRETARIA" podrá ejercitar el derecho de rescisión del presente contrato, bastando para ello una comunicación por escrito a "LOS CONSULTORES".

Si se llegara a verificar la situación descrita en el inciso (c) de la cláusula DECIMA PRIMERA, "LA SECRETARIA" tendrá derecho a rescindir el contrato desde el momento en que tuviere conocimiento de la situación, debiendo tan sólo comunicar por escrito su decisión a "LOS CONSULTORES".

DECIMA TERCERA.- "LOS CONSULTORES" podrán rescindir el presente contrato si "LA SECRETARIA" altera de manera unilateral el calendario y/o monto de los pagos acordados. Sin embargo, para que puedan valerse de esta opción de rescisión, "LOS CONSULTORES" deberán primero buscar un arreglo amistoso con "LA SECRETARIA" mediante el cual se subsanen las irregularidades aducidas.

De no lograrse lo anterior dentro de un término de 30 días a partir de la notificación que por escrito efectúen "LOS CONSULTORES" manifestando su inconformidad, estos podrán ejercitar el derecho a rescindir este contrato, bastando para ello comunicación por escrito a "LA SECRETARIA".

DECIMA CUARTA.- Las partes convienen en designar sendos responsables para la coordinación de los servicios de este contrato.

DECIMA QUINTA.- Los términos y condiciones no previstas en este contrato serán decididos de común acuerdo entre las partes.

DECIMA SEXTA.- Sin perjuicio de lo dispuesto en las clausulas anteriores, las partes harán su mejor esfuerzo por resolver amistosamente cualquier controversia respecto de la interpretación y cumplimiento de este contrato, dentro de un plazo de 30 días naturales contados a partir de que cualquiera de ellas manifieste por escrito a la otra el punto de controversia o incumplimiento.

Una vez transcurrido el plazo mencionado y de no existir conciliación, las partes se someten expresamente a la competencia de los Tribunales Federales de la Ciudad de México, Distrito Federal, con renuncia el fuero que por razón de su domicilio presente o futuro pudiera corresponderles.

Una vez leído el presente instrumento, y conocido su alcance y consecuencias legales, las partes manifiestan su conformidad con el contenido del mismo y lo firman en cuadruplicado en la Ciudad de México, Distrito Federal, el 1o. de enero de 1992.

POR "LA SECRETARIA"
EL C. OFICIAL MAYOR

ANTONIO ARGÜELLES

POR "LOS CONSULTORES"

THOMAS D. BELL JR.

Responsable del Proyecto

HERMANN VON BERTRAB
JEFE ONTLC-WASHINGTON

Vo. Bo.

JESUS FLORES
JEFE DE ASESORES
ONTLC-MEXICO

REGISTRADO EN LA DIRECCION
GENERAL DE ASUNTOS JURIDICOS
BAJO EL No. 274/92 9-VII-92

EL DIRECTOR DE LEGISLACION
Y CONSULTA

ANEXO UNO

De conformidad con la clausula primera de este contrato, este Anexo presenta la descripción general de los servicios que prestarán "LOS CONSULTORES":

"LOS CONSULTORES" desarrollarán un programa de relaciones públicas en E.U.A. y Canada, para generar apoyo al Tratado de Libre Comercio entre Mexico, E.U.A. y Canada.

Este programa incluye de manera no limitativa, los siguientes elementos:

- Desarrollo de materiales impresos y videos

- Boletines acerca del progreso del Tratado de Libre Comercio

- Relaciones con los medios de comunicación, incluyendo apoyo en proceso, oficina y de voceros con seguimiento de los medios de comunicación

- Información y análisis sobre organizaciones nacionales y coaliciones

- Promoción de educación pública en temas relacionados con el Tratado de Libre Comercio

- Relaciones con organismos gubernamentales y asesoría sobre los mismos

- Asesoría estratégica sobre comunicación apropiada y eficaz para una mejor comprensión del público sobre los beneficios potenciales de un Tratado de Libre Comercio

- Asesoría sobre la política comercial del sector privado

ANEXO DOS

De conformidad con la clausula novena, este Anexo enumera el personal de "LOS CONSULTORES" directamente responsable de prestar los servicios profesionales objeto de este contrato.

Thomas Bell, Vice Chairman, Burson-Marsteller

Richard Moore, Senior Vice President, Burson-Marsteller

Brent Gilroy, Vice President, Burson-Marsteller

Edith R. Wilson, Vice President, Burson-Marsteller

James Callan, Vice President, Burson-Marsteller

Larry Shainman, Vice President, Burson-Marsteller

Ramiro E. Prudencio, Burson-Marsteller

Karen Diakun, Burson-Marsteller

Kyra Cheremeteff, Burson-Marsteller

Perri Catledge, Burson-Marsteller

James Rianhard, Burson-Marsteller

Christine Badra, Burson-Marsteller

Martin Gold, Gold & Leibengood

Howard Leibengood, Gold & Leibengood

Sen. William Brock, The Brock Group

James Frierson, Partner, The Brock Group

Amb. Otto Reich, Partner, The Brock Group

Dennis Whitfield, Partner, The Brock Group

Paul Fekete, Senior Associate, The Brock Group

(TRANSLATION)

TECHNICAL AND PROFESSIONAL SERVICES AGREEMENT ENTERED INTO BY AND BETWEEN THE MINISTRY OF TRADE AND INDUSTRIAL PROMOTION HEREINAFTER REFERRED TO AS THE "MINISTRY", REPRESENTED BY MR. ANTONIO ARGUELLES, CHIEF CLERK (OFICIAL MAYOR) AND BURSON MARSTELLER HEREINAFTER REFERRED TO AS "CONSULTANTS", REPRESENTED BY MR. THOMAS BELL JR., PURSUANT TO THE FOLLOWING:

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R E P R E S E N T A T I O N S

1. The MINISTRY hereby represents as follows:

1.1. That it is a Federal Executive Branch Agency pursuant to the provisions of Article 26 of the Organic Law of the Federal Public Administration.

1.2. That pursuant to Article 34 of said law, it is charged, inter alia, with drawing up and directing general industry and foreign trade policies; promoting foreign trade; studying, projecting and determining tariffs; studying and determining import and export restrictions; participating in setting general guidelines for foreign trade inducements; studying and determining, through general rules, the necessary tax inducements to promote industry and foreign trade; promoting and guiding foreign investment, and, if proper, organizing industrial research.

1.3. That in order to carry out its duties it needs technical and professional services that meet the characteristics and specifications laid down in Exhibit A hereto.

1.4. That under Article 7, Section XIII, of the MINISTRY's Internal Regulations, the chief Clerk (Oficial

mayor) is empowered to enter into agreements to which the MINISTRY is a party.

1.5. That has the necessary financial means to pay the CONSULTANTS' fees, according to its assigned budget number _____.

1.6. That it is domiciled at Alfonso Reyes No. 30, Colonia Condesa, Zip Code 06179, México, D.F., México.

2. CONSULTANTS hereby represent as follows:

2.1. That they are a division of a limited partnership. That they have the power to conduct business under the name of Burson Marsteller, as per certificate issued by Denise Y. Turner, Notary Public number 31-4928894 of the State of New York. This certificate has been legalized by The General Consulate of México in New York, United States, on October 28, 1991.

2.2. That Mr. Thomas D. Bell Jr. has the necessary authority to sign this Agreement on their behalf as per notarized certificate issued by Denise Y. Turner, Notary Public number 31-4928894 of the State of New York, and legalized by The General Consulate of México in New York, United States, on August 16, 1991.

2.3. That they have the necessary professional and technical means to comply with their obligations hereunder.

2.4. That for all legal purposes they have their address at 1850 M. Street, N.W. Suite 900, Washington, D.C. 20036, United States of America.

3. Both parties hereby represent as follows:

Tec.Prg

3.1. That they mutually acknowledge the authority pursuant to which they execute this Agreement and that they are willing to bind themselves in accordance with the following:

C L A U S E S

FIRST. This Agreement is executed in order for CONSULTANTS to render the services listed in Exhibit One hereto, with the characteristics and schedules specified in said exhibit. Said Exhibit One is an integral part hereof for all legal purposes.

SECOND. CONSULTANTS agree to render the services specified in Exhibit One hereof in compliance with the highest technical and professional quality standards.

THIRD. This Agreement shall be in effect from January 1st, 1992 to December 31st, 1992.

FOURTH. The parties agree that the aggregate price of the services which are the subject matter of this Agreement is US $3'855,996 (THREE MILLION EIGHT HUNDRED AND FIFTY FIVE THOUSAND NINE HUNDRED AND NINETY SIX 00/100) dollars of the United States, or its equivalent in Mexican currency. The MINISTRY agrees to pay to CONSULTANTS twelve monthly installments of $321,333 (THREE HUNDRED AND TWENTY ONE THOUSAND THREE HUNDRED AND THIRTY THREE 00/100) dollars of the United States, or its equivalent in Mexican currency.

FIFTH. As of December 1st. 1992 CONSULTANTS agree to provide the MINISTRY a detailed list of the costs of the services rendered from January to November of 1992. Said list must include the costs of the services subject matter of this Agreement, including expenses and hourly fees of the

CONSULTANTS' personnel.

If, according to clauses Tenth, Eleventh and Twelfth hereof this Agreement were terminated before the first of December or 1992, CONSULTANTS shall submit the detailed list of the costs of services rendered during the effective term of this Agreement, no later than twenty days after termination or December 1st, 1992, whichever comes first.

If the total costs of the services rendered are less than the total installments received, CONSULTANTS shall reimburse the exceeding amount to the MINISTRY no later than ten days after having submitted the detailed list of costs referred to in the preceding paragraphs.

SIXTH. The MINISTRY shall have the right to appoint professional auditors to review monthly of the accounts generated by CONSULTANTS, prior agreement between the parties regarding the form and procedure to carry out such review.

SEVENTH. The MINISTRY shall provide CONSULTANTS with all the necessary information for the rendering of the services which are the subject matter of this Agreement.

CONSULTANTS shall not disclose to third parties, without the MINISTRY's express authorization, the information disclosed to them hereunder, even after the termination of this Agreement.

EIGHTH. CONSULTANTS shall:

a) Render the services which are the subject matter of this Agreement exclusively to the MINISTRY. CONSULTANTS shall notify the MINISTRY of any request of services by third parties that may affect its obligations hereunder and refuse to render such services in the event of objection by the

MINISTRY.

b) Be liable for all labor obligations concerning the personnel which shall take part in the rendering of the services hereunder, wherefore the MINISTRY shall not be liable in connection therewith.

c) Pay all taxes arising out or deriving from this Agreement.

NINTH. CONSULTANTS may not subcontract the services which are the subject matter of this Agreement and may not assign their collection rights hereunder without the MINISTRY' prior written consent.

The individuals listed in Exhibit Two shall be directly in charge of rendering the professional services hereunder and may not delegate their duties to others. Exhibit Two is a part of this agreement for all legal purposes.

If it were necessary to make a change in the personnel listed in Exhibit Two, CONSULTANTS must first advise the MINISTRY in writing. The MINISTRY shall have a 30 calendar day term to approve or reject such modification, otherwise the changes shall be deemed approved by the MINISTRY.

TENTH. Both parties may terminate this Agreement by means of a written notice with 60 days of anticipation.

ELEVENTH. The MINISTRY may terminate this Agreement, prior written notice to CONSULTANTS, if:

a) CONSULTANTS, due to their fault, fail to render the services pursuant in accordance with the specifications

set forth in Exhibit One hereof.

b) CONSULTANTS stop rendering the services without justification or the personnel in charge neglects its duties.

c) CONSULTANTS disclose to third parties the confidential information which is the subject matter of this Agreement without the MINISTRY's express authorization.

TWELFTH. Should any of the first two events mentioned in the preceding clause occur, the MINISTRY shall request CONSULTANTS in writing to remedy such events within 30 calendar day term. If at the end of said term CONSULTANTS do not comply with the request at the MINISTRY's satisfaction, the MINISTRY may terminate this Agreement, and a written communication to that effect served upon CONSULTANTS shall be sufficient.

If the confidentiality obligation referred to in Clause Eleventh, item (c) is breached, the MINISTRY shall be entitled to terminate this Agreement as of the date of its acknowledgement of such breach, and for this purpose it shall be sufficient to advise CONSULTANTS of its intention to terminate this Agreement.

THIRTEENTH. CONSULTANTS may terminate this Agreement if the MINISTRY unilaterally changes the schedule and/or the amounts to be paid, in which case, the parties will endeavor to find an satisfactory arrangement to both. If this is not achieved within 30 days following the written notice served by CONSULTANTS stating their disagreement, CONSULTANTS may terminate this Agreement by means of a written notice to the MINISTRY.

FOURTEENTH. The parties agree to appoint representatives to coordinate the services hereunder.

FIFTEENTH. Any terms and conditions not provided hereunder shall be agreed upon mutually by the parties.

SIXTEENTH. Any controversy regarding the construction and fulfillment of this Agreement shall be settled by the parties within 30 calendar days following the date on which either party advises the other in writing of the controversy or default.

If upon the end of said term the parties have reached no settlement, they expressly submit to the competence of the Federal Courts of the City of Mexico, Federal District, and waive the venue of any court to which they may be subject by virtue of their present or future domiciles.

After reading this Agreement and taking note of its scope and legal consequences, the parties accept it and sign it in the City of Mexico, Federal District, on this 1st day of January, 1991.

By: THE MINISTRY
Chief Clerk (Oficial Mayor)

(Signed)

Antonio Arguelles

By: THE CONSULTANTS

(Signed)

Thomas D. Bell Jr.

Accepted:

Dr. Herman Von Bertrab

EXHIBIT ONE

Pursuant to Clause First of this Agreement the following is a General Description of the services to be rendered by CONSULTANTS:

Development of a public affairs program in the U.S.A. and Canada in order to create support for the Free Trade Agreement between Mexico, the U.S.A. and Canada.

Including but not limited to the following:

- Development of printed material and videos.
- Bulletins in connection with the progress of the Free Trade Agreement.
- Media relations, including on-going media support and monitoring.
- Contacting and reaching national organizations and coalitions.
- Promotion of public education in connection with Free Trade Agreement issues.
- Governmental relations and counseling.
- Counseling on appropriate and effective communications strategies to further public understanding of the potential benefits of a Free Trade Agreement.
- Counseling on commercial policy and relations with private enterprise organizations.

EXHIBIT TWO

As contemplated in Clause Ninth of this Agreement, CONSULTANTS agree that the following individuals will be directly in charge of rendering the professional services hereunder:

Thomas Bell, Vice Chairman, Burson-Marsteller

Richard Moore, Senior Vice President, Burson Marsteller

Brent Gilroy, Vice President, Burson-Marsteller

Edith R. Wilson, Vice President, Burson-Marsteller

James Callan, Vice President, Burson-Marsteller

Larry Shainman, Vice President, Burson Marsteller

Ramiro E. Prudencio, Burson-Marsteller

Karen Diakun, Burson-Marsteller

Kyra Cheremeteff, Burson-Marsteller

Perri Catledge, Burson-Marsteller

James Rianhard, Burson-Marsteller

Christine Badra, Burson-Marsteller

Martin Gold, Gold & Liebengood

Howard Liebengood, Gold & Liebengood

Sen. William Brock, The Brock Group

James Frierson, Partner, The Brock Group

Amb. Otto Reich, Partner, The Brock Group

Dennis Whitfield, Partner, The Brock Group

Paul Fekete, Senior Associate, The Brock Group