

EXHIBIT A
TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

RECEIVED
DEPARTMENT OF JUSTICE
1979 11 49 AM
SECTION
INTERNAL SECURITY
CRIMINAL DIVISION

1. Name and address of registrant Max N. Berry Berry, Epstein, Sandstrom & Blatchford 1700 Pennsylvania Avenue, N.W. Washington, D.C. 20006	2. Registration No. 2216
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3. Name of foreign principal Constructora Nacional de Carros de Ferrocarril, S.A.	4. Principal address of foreign principal Paseo de la Reforma 369- Mezzanine Mexico 5, D.F., Mexico
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5. Indicate whether your foreign principal is one of the following type:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

Individual - State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Manufacturers of railroad cars

b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by a foreign government, foreign political party, or other foreign principal Yes No
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes No
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

Constructora Nacional de Carros de Ferrocarril, S.A. is wholly owned by the Government of Mexico, but is managed by private individuals selected by the government.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A August 23, 1978	Name and Title Max N. Berry Partner	Signature 
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UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

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REGISTRATION
ANAL SEC
SECTION
MINAL DIV

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Berry, Epstein, Sandstrom & Blatchford 1700 Pennsylvania Avenue, N.W. #670 Washington, D.C. 20006	Constructora Nacional de Carros de Ferrocarril, S.A.

Check Appropriate Boxes:

- The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant has been retained in an effort to obtain the introduction and enactment of legislation providing for a temporary duty suspension on railroad freight cars imported into the United States.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant will draft proposed legislation and discuss it with relevant Administrative agency personnel as well as relevant members of Congress and congressional staff members in an effort to obtain support for the legislation. Contact will also be made with representatives of the various economic sectors in the United States who would benefit by the legislation as well as elements of the domestic railroad car industry who would be concerned with the legislation.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?^{1/} Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See No. 5 above.

Date of Exhibit B	Name and Title	Signature
August 23, 1978	Max N. Berry Partner	

^{1/} Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

LAW OFFICES

BERRY, EPSTEIN, SANDSTROM & BLATCHFORD

1700 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20006

CABLE: FORLAN
TELEX: 248485 LAW UR

TELEPHONE
(202) 293-634

May 25, 1978

Sr. Jose Merino Manon
Director General Adjunto
Constructora Nacional de Carros
de Ferrocarril, S.A.
Paseo de la Reforma 369-Mezzanine
Mexico 5, D.F.

Dear Sr. Merino:

This letter constitutes written confirmation of the agreement between the Constructora Nacional de Carros de Ferrocarril (hereinafter referred to as CNCF) and the law firm of Berry, Epstein, Sandstrom & Blatchford (hereinafter referred to as the Law Firm) whereby the Law Firm undertakes to obtain enactment of legislation which would suspend the duty on TSUS 690.15.

Under this agreement, the Law Firm undertakes to draft proposed legislation; to obtain sponsors of the legislation who will introduce the bill in the Senate and, if necessary, in the House of Representatives; to obtain the acquiescence of the pertinent Senators and Congressmen, as well as their staffs and Committee staffs; and to obtain the support of the administrative agencies and the representatives of the agricultural and RR-rolling stock industries. We will take all other steps necessary to obtain final enactment of the proposed legislation. The Law Firm will coordinate all activities with the officials of the Mexican industry as well as Mexican officials in the Embassy of Mexico.

As agreed during our discussions, we would undertake to mobilize the agricultural interests, which are adversely affected by the lack of railroad cars, as the primary support for such legislation. In addition, we would coordinate our efforts with those who are working with the domestic producers and their Congressional representatives.

The CNCF will remunerate the Law Firm at the rate of \$125 per hour. Although it is difficult to estimate the total number of hours, a successful result may involve as much as 200 to 250 hours of our time. If it appears more, we will contact you. Such fees will be billed

to and payable by CNCF on a monthly basis. Except that an advance payment of \$2000 shall be due and payable upon execution of this agreement. The advance payment will be credited against the initial hours worked under this agreement.

In addition to legal fees, directly allocable expenses relating to costs of transportation, telephone, xerox charges and a reasonable amount of representation expenses, primarily luncheons, will be reimbursed by CNCF to the Law Firm.

If you are in agreement with the above-stated conditions, please sign, date, and notarize this document where indicated below. My signature hereinafter constitutes the agreement of the Law Firm to the conditions set out herein. This agreement is executed in two counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Please retain one copy for your records and return the other to the law offices.



Jose Merino Manon
Director General Adjunto

[SEAL]



Joseph Blatchford
Partner

[SEAL]