

**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 triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

**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 General 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 .33 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.

Name of Registrant	Name of Foreign Principal
The Rendón Group, Inc.	Centro Industrial de Laboratorios Farmaceuticos Argentinos (CILFA)

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 three 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 three 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 the 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.

The Rendón Group will provide ongoing public relations lobbying services for CILFA.

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

See item #4.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
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.

The Rendon Group will produce and disseminate material on behalf of CILFA to members of the executive and legislative branch as well as to members of the media, academicians and other interested private citizens on the subject of pharmaceutical patent laws. The Rendon Group will also help organize seminars, press conferences, meetings, and other similare events with the same target audience.

Date of Exhibit B	Name and Title	Signature
August 5, 1993	Sandra L. Libby Secretary	

<sup>1</sup>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.

### AGREEMENT

This Agreement (the "Agreement") is made and entered into as of the 16th day of March 1993, by and between The Rendon Group, Inc., a corporation organized under the laws of the District of Columbia, U.S.A. ("TRG") and Centro Industrial de Laboratorios Farmaceuticos Argentinos ("CILFA") of Argentina.

#### WITNESSETH:

WHEREAS, The Rendon Group possesses the necessary expertise to conduct a strategic planning session and public relations consultation for the Centro Industrial de Laboratorios Farmaceuticos Argentinos; and,

WHEREAS, the Centro Industrial de Laboratorios Farmaceuticos Argentinos wishes to conduct a strategic planning session and on-going public relations program; and,

WHEREAS, both The Rendon Group and Centro Industrial de Laboratorios Farmaceuticos Argentinos desire to provide for certain agreements and terms in connection with the business relationship of the two entities to provide the services contemplated herein;

NOW THEREFORE, in consideration of the foregoing recitals, the mutual agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### I. Term

This Agreement shall be effective as of the Sixteenth (16th) day of March 1993, and shall continue in full force and effect through September 15, 1993.

#### II. The Rendon Group Services

The Rendon Group will provide organize a strategic planning session to be held in Washington, D.C. and will provide on-going public relations services for a six (6) month period.

#### III. Duties of The Rendon Group

The Rendon Group, Inc. will perform the following duties:

1) Organization of the strategic planning session. During the planning session TRG and CILFA will identify the audiences for the active public relations programs, develop the message for CILFA for each audience, identify the PMA's audience and develop a message to limit the effect of the PMA's campaign; and identify the most appropriate delivery systems for each audience.

o Research on Opposition groups and positions

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- o Research on health care reform in the United States and the task force for Health Care.

2) Two weeks after the planning session, TRG will deliver the short-term strategic plan to CILFA and will brief CILFA on the plan and recommendations. A medium-term strategic plan will be written and delivered within the next six (6) weeks.

3) On-going public relations services and programs as determined in the strategic planning session.

4) Set up meetings in Washington with people identified in the strategic planning session; set up press interviews with CILFA spokesmen as required to implement the strategic plan; coordinate public relations activities with CILFA's lobbying firm in Washington, DC; organize briefings or seminars as determined in the strategic plan.

IV. Obligations of CILFA

CILFA agrees to meet with TRG representatives on a regular basis to provide the Client guidance and make decisions critical to the success of the planning session. Specifically, CILFA agrees to:

1) Sign this Contract with The Rendon Group, Inc.

2. Transfer funds in the amount of \$10,000 by March 24, 1993 for the first month's professional services, and then on the first (1st) day of each month thereafter during the term of the contract; and transfer funds in the amount of \$7,000 as escrow for expenses on March 24, 1993.

3) Designate the CILFA official who will be responsible for daily decisions on behalf of CILFA and for assisting with the Plan implementation.

V. Schedule of Deadlines

- 1) Sign Agreement
- 2) Transfer of first Payment March 26, 1993
- 3) Strategic Planning Session March 25-26, 1993
- 4) Strategic Plan Written and presented to CILFA: Short Term ATBTs March 29, 1993  
 Begin implementation of Short Term Activities April 12, 1993  
 Medium Term Plan May 15, 1993

VI. Compensation of The Rendon Group

As compensation for its services, TRG shall be paid:

CILFA agrees to compensate TRG for monthly consulting services, strategic planning seminar, and writing and implementation of the strategic plan in the amount of \$20,000 monthly, plus expenses.

Payments will be made according to the following schedule:

March 26, 1993	\$10,000 1/2 month Fee
March 26, 1993	\$ 7,000 Escrow
First Day of Each Month	\$20,000 starting April 1, 1993

The U. S. dollar payments will be made by wire transfer to the following account:

The Rendon Group, Inc.  
% Adams National Bank  
1627 K Street Northwest  
Washington, DC 20006  
U S A

Account #: 0042273801  
Routing #: 054001314

Telephone: (202) 466 4090

VII. Additional Services

From time to time, CILFA may request additional services and additional material on an ad hoc basis, and TRG may retain independent contractors to assist with the implementation of selected portions of the assignment. These products or services will be anything that is not listed in this Agreement as provided by The Rendon Group, Inc. It is understood that any additional products, services, and materials are not included in the fees, and will be billed separately. Additional services will be anything that is not included in the written strategic plan, including but not limited to: video production and production of print materials, on-site advance work for meetings outside of Washington, DC, research or other services required by someone in cities outside of Washington, D.C. when an independent contractor is necessary to provide those services, etc.

VIII. Termination

In the event that Argentina passes a Patent law during the term of this contract, or the President issues a Decree that would have the same effect as a patent law, CILFA can then terminate this Agreement by thirty (30) days written notice (fax notice and telephone notice). Upon receiving termination notice, TRG will cease activities and gather outstanding expenses to be submitted to the client along with its last monthly professional services fee.

IX. Authorization

TRG and CILFA each, respectively, represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Agreement, that the person executing this Agreement on its behalf is duly authorized, and that no other approval, consent or action of any other person is necessary in order for it to be legally bound.

X. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto and it supersedes all prior oral or written agreements, commitments or understandings with respect to such matters. No modifications or amendment of this Agreement or waiver hereunder shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the modification, amendment, or waiver is sought.

XI. Confidentiality

TRG and CILFA agree that all confidential information obtained from the other party in connection with this Agreement will not be disclosed, published or otherwise provided to any other person without the prior written consent of the other party. TRG and CILFA will consult with each other and agree with each other upon the terms and substance of all press releases, publicity statements or other disclosures to the public, if any, in connection with this Agreement. Upon expiration of this Agreement, all confidential information acquired by either party in connection with this Agreement shall be held in the strictest confidence and neither party shall use such information to the disadvantage of the other. The provision of this Article X shall survive the expiration of this Agreement.

XII. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized representatives as of the date first herein above set forth.

THE RENDON GROUP, INC.

Attest

By: Sandra L. Libby  
Name: SANDRA L. LIBBY  
Title: CHIEF FINANCIAL OFFICER

CENTRO INDUSTRIAL DE LABORATORIOS  
FARMACEUTICOS ARGENTINOS

Attest

By: Palbo Orallu  
Name: PALBO ORALLU  
Title: