

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

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. One original and two legible photocopies of this form shall be filed 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, copy of informational materials 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, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. 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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

| | |
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| 1. Name of Registrant Greenberg Traurig, LLP | 2. Registration No. 5712 |
| 3. Name of Foreign Principal Secretaria de Agricultura Ganderia, Desarrollo Rural, Pesca y Alimentacion (SAGARPA) | |

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Check Appropriate Boxes:

- 4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. 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 expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

On behalf of SAGARPA, the registrant will provide advice and legal counsel on U.S-Mexico agricultural trade policy and other related domestic issues, as well as how those issues affect SAGARPA and its constituents.

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

Registrant will monitor developments and contact relevant administration officials, members of Congress and their staff to advocate SAGARPA's position and to acquire information for SAGARPA.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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 representation of the foreign principal before the Legislative and Executive Branch will include meetings with members of Congress and their staffs, members of the administration and close communication with government Agencies.

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| Date of Exhibit B 8/3/2010 | Name and Title Irwin Altschuler, Shareholder | Signature  |
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any 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.



[Stamp:] UNITED MEXICAN STATES
SECRETARIAT OF AGRICULTURE, LIVESTOCK,
RURAL DEVELOPMENT, FISHING AND NUTRITION

**NATIONAL AQUACULTURE AND FISHING COMMISSION
ADMINISTRATION UNIT**

**SERVICE PROVISION CONTRACT NUMBER AD/004/07/10
AMOUNT: \$500,000.00 USD**

THREE. PAYMENT. "LA CONAPESCA" is obligated to pay "THE PROVIDER", as compensation for the effective provision of the contracted service, the quantity of \$500,000.00 dollars, (Five hundred thousand dollars and 00/100 USCy), payable in pesos at the rate of exchange published by the Bank of Mexico on the date the payment is made, with the **maximum** rate of exchange limit of \$14.00 pesos per dollar. The said quantity shall be payable in six monthly payments, each in the quantity of \$83,333.33 (Eighty-three thousand three hundred and thirty-three dollars 33/100 USCy), for the period corresponding to the months of July to December of 2010.

In accordance with the stipulations of article 51 of the Law of Acquisitions, Leasing and Services in the Public Sector, within 20 calendar days counted from the date on which the corresponding invoices are issued, with the approval of the General Directorate of Planning, Programming and Evaluation of "LA CONAPESCA", at the domicile located at Avenida Camarón Sábalo unnumbered, corner with Tiburón, Fraccionamiento Sábalo Country Club, postal code 82100 in Mazatlan, Sinaloa, by means of an electronic transfer (electronic banking) to the account number [REDACTED] of the credit institution CITIBANK, F.S.B. ABA: [REDACTED] SWIFT: [REDACTED] OF "THE PROVIDER" and which must be maintained as active for the duration of the contract.

These payments will be made once "THE PROVIDER" has delivered the monthly report corresponding to the activities carried out to the General Directorate of Planning, Programming and Evaluation of "LA CONAPESCA", by way of its Area Sub-directorate of the Washington Office, with headquarters in Washington D.C., The United States of America, at the end of the month in question, and the General Directorate of Planning, Programming and Evaluation of "LA CONAPESCA" states that it has received the services in due time and in the form that is to its entire satisfaction.

"THE PARTIES" agree that the quantity corresponding to the payment for the services that are the object of this contract includes all the expenditures, materials and tools that are appropriate and necessary for the provision of said services.

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SECRETARIAT OF AGRICULTURE, LIVESTOCK,
RURAL DEVELOPMENT, FISHING AND NUTRITION

**NATIONAL AGRICULTURE AND FISHING COMMISSION
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AMOUNT: \$450,000.00 USD**

section III, 18, sections III, IV, XIV and XVIII, 28, 32, 33, 35, sections II, III, XX, and 37 of the Internal Regulations of "LA SAGARPA" [Ministry of Agriculture, Livestock, Rural Development, Fisheries and Alimentary], "THE PARTIES" enter into this contract in accordance with the following:

CLAUSES

ONE. OBJECT. "THE PROVIDER" undertakes before "LA CONAPESCA" to carry out the services of professional counseling in handling litigation in matters regarding tuna fish, in accordance with the terms and conditions established in this contract, as well as in the annex entitled "ANNEX I" which, duly signed by "THE PARTIES", is an integral part of this legal instrument.

TWO. PERIOD IN EFFECT. This contract will be valid for the period between **July 02 to December 31, 2010**.

THREE. PAYMENT. "LA CONAPESCA" is obligated to pay "THE PROVIDER", as compensation for the effective provision of the contracted service, the quantity of \$450,000.00 dollars, (Four hundred and fifty thousand dollars and 00/100 USCy), payable in pesos at the rate of exchange published by the Bank of Mexico on the date the payment is made, with the **maximum** rate of exchange limit of \$13.80 pesos per dollar. The said quantity shall be payable in six monthly payments, each in the amount of \$75,000.00 (Seventy-five thousand dollars 00/100 USCy), for the period corresponding to the months of July to December of 2010.

In accordance with the stipulations of article 51 of the Law on Acquisitions, Leasing and Services in the Public Sector, within 20 calendar days counted from the date on which the corresponding invoices are issued, with the approval of the General Directorate of Planning, Programming and Evaluation of "LA CONAPESCA", at the domicile located at Avenida Camarón Sábalo unnumbered, corner with Tiburón, Fraccionamiento Sábalo Country Club, postal code 82100 in Mazatlan, Sinaloa, by means of an electronic transfer (electronic banking), to the account number [REDACTED], of the Credit Institution CITIBANK, F.S.B. ABA [REDACTED] SWIFT [REDACTED] of "THE PROVIDER", and which must be maintained as active for the duration of the contract.

These payments will be made once "THE PROVIDER" has delivered the monthly report corresponding to the activities carried out to the General Directorate of Planning, Programming and Evaluation of "LA CONAPESCA", by way of its Area Sub-directorate of the Washington Office, with headquarters in Washington D.C., The United States of America, at the end of the month in question, and the General Directorate of Planning, Programming and Evaluation of "LA CONAPESCA" states that it has received the services in due time and in the form that is to its entire satisfaction.

"THE PARTIES" agree that the quantity corresponding to the payment for the services that are the object of this contract includes all the expenditures, material and tools that are appropriate and necessary for the provision of said services.

All the direct and indirect expenses that "THE PROVIDER" may have to make for the integral provision of the services that are the object of this contract are included within the total amount stipulated in this clause, for which reason "LA CONAPESCA" will not cover any additional expense.

In accordance with the Productive Chains Program established by Nacional Financiera, S.N.C., a Development Banking Institution, the providers of goods or services will have the option of requesting the corresponding payment, transferring the rights to receive payment, under the terms of the disposition of the last paragraph of Article 46 of the Law on Acquisitions, Leasing and Services in the Public Sector.

FOUR. - CONTRACT AMOUNT.

“ASERCA” [Support and Services for Agricultural Trading], are obligated to pay “THE PROVIDER”, as consideration for the service that is the object of his contract, **the total amount of \$7,000,000.00 (SEVEN MILLION PESOS 00/100 Mexican currency)** for counseling services provided in the United States of America.

“THE PARTIES” agree in that the amount corresponding to the payment for the services that are the object of this contract include all the expenditures, materials and tools that are appropriate and necessary for the provision of those services.

FIVE.- METHOD OF PAYMENT.

The payment for the services which are the object of this contract is made by “ASERCA” to “THE PROVIDER” in the following manner:

a) **Six monthly payments** of the total contract amount, on the days of July 30, August 31, September 30, October 29, November 30 and December 31, all of the year 2010, each one in the amount of \$1,166,667.00 (ONE MILLION ONE HUNDRED AND SIXTY-SIX THOUSAND SIX HUNDRED AND SIXTY-SEVEN PESOS 00/100 Mexican currency), once “THE PROVIDER” has provided the corresponding services and delivered a report every month with the activities carried out in this period to the Head of the **Mexican Office of Agriculture in the United States with headquarters in Washington D.C.**, and the latter has stated in writing that it received the services in due time, and in the form that is to the entire satisfaction of “ASERCA”, communicating this to the Head of the General Directorate of Administration and Finance. The last payment shall be made when “THE PROVIDER” has concluded the service in its entirety in a satisfactory manner, through the presentation of a copy of the original statement of delivery and reception, stating in it that the **Minister of the Mexican Agricultural Office in the United states of America with headquarters in Washington D.C.** has received the services in their entirety in due time, and in the form that is to the entire satisfaction of “ASERCA” and reports this by means of a written statement to the Head of the General Directorate of Administration and finance.

These payments shall be covered by “ASERCA” with a prior instruction of payment execution made to the Treasury of the Federation (TEOFE), by means of a transfer of funds to the bank account of “**THE PROVIDER**”, **which is identified as a checking account in the United States of America** number [REDACTED] with ABA Bank Code number [REDACTED] with the international SWIFT code [REDACTED] opened in the banking institution Citibank FSB, domiciled at 201 S. Biscayne Blvd., Suite 3100 Miami, Florida 33131, USA, with “THE PROVIDER” as beneficiary, reference SAGARPA/ASERCA, upon 10 (ten) business days following the date on which the corresponding invoices were presented at the above-mentioned domicile, located at Av. Municipio Libre No. 377- 9th floor, [ala] “B”, Colonia Santa Cruz Atoyac, Postal Code 03310, Mexico, Federal District., on Fridays in the hours between 09:00 a.m. and 3:00 p.m.

The payments shall be made by means of electronic transfer to “THE PROVIDER's” bank account, in accordance with the preceding paragraph, with “THE PROVIDER” undertaking to issue to “ASERCA” a statement from the financial institution regarding the existence of an account in its name and the “*Guidelines Regarding the Functioning, Organization and Operating Requirements of the Integral System of Federal Financial Administration (SIAFF)*” published by the Secretariat of the Treasury and Public Credit jointly with the Treasury of the Federation, in the Official Journal of the Federation on April 30, 2002.

In accordance with the Amendments to the General Dispositions to which the departments and institutions of the Federal Public Administration must adhere for their incorporation into the Productive Chains Program of the Nacional Financiera, S.N.C., a Development Banking Institution, published in the Official Journal of the Federation on April 6, 2009, every invoice delivered to “ASERCA” shall be registered in Productive Chains.

In accordance to the *productive chains program* established by the Nacional Financiera (NAFIN), “THE PROVIDER” of the services will have the option of requesting the corresponding payments, transferring the rights for payment, under the terms of the dispositions of the last paragraph of Article 46 of the Law on Acquisitions, Leasing and Services in the Public Sector, for which reason “ASERCA” accepts that “THE PROVIDER” may transfer his rights for payment to a financial intermediary by means of operations of factoring or electronic discount in productive chains. “THE PROVIDER” or the party to which the rights for payment have been transferred, if the case, should be affiliated to NAFIN for the corresponding procedure/process.

“THE PROVIDER” releases the Federal Executive powers, SAGARPA, ASERCA and/or whoever represents their interests of any responsibility may be occasioned by the Transfer of Rights.

In the event that the penalty stipulated in the Thirteenth clause is applied to “THE PROVIDER”, the payments for the services that are the object of this contract will be condition to the payments that “THE PROVIDER” must make for these penalties.

NATIONAL SERVICE OF HEALTH, FOOD SAFETY AND AGRO-ALIMENTARY QUALITY

SENASICA S-104/2010 CONTRACT

AMOUNT; \$7,000,000.00



SECRETARIAT OF AGRICULTURE, LIVESTOCK,
RURAL DEVELOPMENT, FISHING AND NUTRITION

C L A U S E S

ONE.- OBJECT OF THE CONTRACT. “**THE PROVIDER**” IS OBLIGATED BEFORE “**SENASICA**” [National Service of Health, Food Safety and Agro-alimentary Quality] FOR THE PROVISION OF THE SERVICES OF “**CONSULTING IN THE TRADE POLICY OF AGRICULTURAL BUSINESS AND AGRICULTURAL COMMERCE LEGISLATION**”, IN ACCORDANCE WITH THE STIPULATIONS OF THE TECHNICAL ANNEX, WHICH IS AN INTEGRAL PART OF THIS LEGAL INSTRUMENT.

TWO.- CONTRACT AMOUNT. “**SENASICA**” UNDERTAKES TO PAY “**THE PROVIDER**” THE AMOUNT OF **\$7,000,000.00** (SEVEN MILLION PESOS 00/100 Mexican currency.)

THE PAYMENT FOR THE ABOVE AMOUNT ARE TO BE MADE IN SIX FIXED MONTHLY PAYMENTS IN THE AMOUNT OF **\$1,166,666.66** (ONE MILLION ONE HUNDRED AND SIXTY-SIX THOUSAND SIX HUNDRED AND SIXTY-SIX PESOS 66/100 Mexican currency), STARTING WITH THE MONTH OF JULY AND TO NOVEMBER, WITH THE EXCEPTION OF THE LAST PAYMENT, WHICH IS TO BE MADE IN THE MONTH OF DECEMBER OF 2010, IN THE AMOUNT OF **\$1,166,666.70** (ONE MILLION ONE HUNDRED AND SIXTY-SIX THOUSAND SIX HUNDRED AND SIXTY-SIX PESOS 70/100 Mexican currency), WHICH SHALL BE COVERED BY “**THE PROVIDER**” WITHIN THE 20 (**TWENTY**) DAYS FOLLOWING THE PRESENTATION OF THE INVOICE FOR PAYMENT, FULFILLING THE FISCAL REQUIREMENTS IN FORCE AND CONTAINING THE APPROVAL OF THE CONTRACT ADMINISTRATOR.

PAYMENT SHALL BE MADE VIA ELECTRONIC TRANSFER OF FUNDS TO THE BENEFICIARY'S BANK ACCOUNT THROUGH THE INTEGRAL SYSTEM OF FEDERAL FINANCIAL ADMINISTRATION (SIAFF) OPERATED BY TESOFE.

“**THE PARTIES**” AGREE THAT ALL THE DIRECT AND INDIRECT EXPENSES THAT “**THE PROVIDER**” MAY HAVE TO INCUR IN ORDER TO PROVIDE THE CONTRACTED SERVICES ARE INCLUDED WITHIN THE AMOUNTS STIPULATED IN THIS CLAUSE AND FOR PAYMENTS TO ITS STAFF, FOR THE PURCHASE OF MATERIALS, EQUIPMENT, WORK ARTICLES AND STAFF UNIFORMS, INSURANCE PREMIUMS, AS WELL AS FOR ANY OTHER ITEM SHALL BE DIRECTLY AT HIS EXPENSE, AND MAY NOT AFFECT “**SENASICA**”.

THAT IN ORDER FOR PAYMENT TO TAKE PLACE, “**THE PROVIDER**” OF THE SERVICE SHALL CERTIFY THAT THE ACTIONS AND COMMITMENTS UNDERTAKEN IN THE CONTRACT HAVE BE COMPLIED WITH IN DUE TIME AND FORM, AS WELL AS THAT THE **DIRECTORATE OF PROJECTS AND INSTITUTIONAL DEVELOPMENT** HAS SUPERVISED THEM AND CERTIFIED ITS SATISFACTION WITH THE SAME UNDER THE TERMS OF THE CONTRACT, WHICH SHOULD BE EXPRESSED IN THE APPROVAL OF THE PUBLIC SERVANT DESIGNATED TO SUPERVISE THE FULFILLMENT OF THE CONTRACT, AND WILL CONSIST IN THE WRITTEN UNQUESTIONABLE STATEMENT WITH A HANDWRITTEN SIGNATURE AND THE SATISFACTION WITH THE FULFILLMENT OF THE AGREED-UPON COMMITMENTS.

“**THE PROVIDER**” STATES HIS AGREEMENT UPON SIGNING THIS DOCUMENT; UNTIL THE PRECEDING STIPULATIONS ARE FULFILLED, THE RESPECTIVE SERVICES SHALL NOT BE DEEMED RECEIVED OR ACCEPTED.

FOUR. - CONTRACT AMOUNT.

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“THE PARTIES” agree in that the amount corresponding to the payment for the services that are the object of this contract include all the expenditures, materials and tools that are appropriate and necessary for the provision of those services.

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SENASICA S-104/2010 CONTRACT

AMOUNT; \$7,000,000.00



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RURAL DEVELOPMENT, FISHING AND NUTRITION

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