

U.S. Department of Justice

Washington, DC 20530

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. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. 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 in print and online at: <http://www.fara.gov>.

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, Counterespionage Section, National Security 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.

1. Name of Registrant

Greenberg Traurig, LLP

2. Registration No.

5712

3. Name of Foreign Principal

Secretaria de Agricultura Ganderia, Desarrollo rural, Pesca y Alimentacio (SAGARPA)

Check Appropriate Box:

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, member of the administration and close communication with government agencies.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
June 01, 2011	Irwin P. Altschuler	/s/ Irwin P. Altschuler eSigned

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.

CONAPESCA 2011

NATIONAL COMISION OF WATER CULTURE AND FISHING
ADMINISTRATION UNIT

SERVICE CONTRACT NUMBER AD/003/12/10
AMOUNT: \$500,000.00 USD

CLAUSES:

THIRD. COMPENSATION: CONAPESCA will pay THE PROVIDER as a consideration fee for the hired service, the total amount of \$500,000.00 (Five Hundred Thousand Dollars 00/100 US Cy.) payable at the currency exchange rate published by the Bank of Mexico on the date of payment, having a ceiling of a currency exchange rate of \$14.00 pesos for each dollar. Such amount will be paid in twelve monthly due payments, each of the amount of \$41,666.67 (Forty One Thousand Six Hundred and Sixty Six Dollars 67/100 USCy.), for a period corresponding to the months of January through December 2011.

According to what is established on article 51 of the Acquisition, Leases and Public Sector Services Law, within 20 natural days starting on the date in which the corresponding invoices are entered, with the approval of The General Board of Planning, Programming and Evaluation of CONAPESCA in the address located in Ave. Camaron Sabalo (no number), corner with Tiburon, Fraccionamiento Sabalo Country Club, C.P. 82100 in Mazatlan Sinaloa, through electronic transfer to account number [REDACTED] of CITIBANK, F.S.B. ABA: [REDACTED], SWIFT: [REDACTED] of THE PROVIDER and that THE PROVIDER must keep active during the term of the agreement.

Such payments will be made once THE PROVIDER has delivered to The General Board of Planning, Programming and Evaluation of CONAPESCA through its Subdirection at the Washington Office, in Washington D.C., United States of America, at the end of each month, the monthly report corresponding to the activities performed, and after The General Board of Planning, Programming and Evaluation of CONAPESCA accepts that it received the services on time and form to its whole satisfaction.

THE PARTIES agree that the amount corresponding to the consideration fee of services object of this agreement, includes all expenses, materials and tools necessary for giving the mentioned services.

Within the total amount established in this clause are included all direct and indirect expenses that THE PROVIDER would have to make for providing the total of services object of this agreement, and therefore CONAPESCA shall not pay any additional expenses.

According to the program Programa de Cadenas Productivas instrumentado por Nacional Financiera, S.N.C., Institucion de Banca de Desarrollo the providers of goods and services, will have the option of requesting the corresponding payment, through an assignment of rights, according to the last paragraph of article 46 of the Aquisition, Leases and Public Sector Services Law.

CONAPESCA 2011 - TUNA

NATIONAL COMISION OF WATER CULTURE AND FISHING
ADMINISTRATION UNIT

SERVICE CONTRACT NUMBER AD/004/12/10
AMOUNT: \$300,000.00 USD

CLAUSES:

THIRD. COMPENSATION: CONAPESCA will pay THE PROVIDER as a consideration fee for the hired service, the total amount of \$300,000.00 (Three Hundred Thousand Dollars 00/100 US Cy.) payable at the currency exchange rate published by the Bank of Mexico on the date of payment, having a ceiling of a currency exchange rate of \$12.90 pesos for each dollar. Such amount will be paid in twelve monthly due payments, each of the amount of \$25,000.00 (Twenty Five Thousand Dollars 00/100 USCy.), for a period corresponding to the months of January through December 2011.

According to what is established on article 51 of the Acquisition, Leases and Public Sector Services Law, within 20 natural days starting on the date in which the corresponding invoices are entered, with the approval of The General Board of Planning, Programming and Evaluation of CONAPESCA in the address located in Ave. Camaron Sabalo (no number), corner with Tiburon, Fraccionamiento Sabalo Country Club, C.P. 82100 in Mazatlan Sinaloa, through electronic transfer to account number [REDACTED] of CITIBANK, F.S.B. ABA: [REDACTED], SWIFT: [REDACTED] of THE PROVIDER and that THE PROVIDER must keep active during the term of the agreement.

Such payments will be made once THE PROVIDER has delivered to The General Board of Planning, Programming and Evaluation of CONAPESCA through its Subdirection at the Washington Office, in Washington D.C., United States of America, at the end of each month, the monthly report corresponding to the activities performed, and after The General Board of Planning, Programming and Evaluation of CONAPESCA accepts that it received the services on time and form to its whole satisfaction.

THE PARTIES agree that the amount corresponding to the consideration fee of services object of this agreement, includes all expenses, materials and tools necessary for giving the mentioned services.

Within the total amount established in this clause are included all direct and indirect expenses that THE PROVIDER would have to make for providing the total of services object of this agreement, and therefore CONAPESCA shall not pay any additional expenses.

According to the program Programa de Cadenas Productivas instrumentado por Nacional Financiera, S.N.C., Institucion de Banca de Desarrollo the providers of goods and services, will have the option of requesting the corresponding payment, through an assignment of rights, according to the last paragraph of article 46 of the Aquisition, Leases and Public Sector Services Law.

ASERCA 2011

ASERCA

CONTRACT Number 1518/2010-S
AMOUNT: \$300,000.00 USD

CLAUSES:

FIFTH.- FORM OF PAYMENT

The payment of fees for the services which are object of this agreement, will be made by ASERCA to THE PROVIDER as follows:

a) Twelve monthly payments of the total amount of the agreement, on the last working day of each month, as of January 1st and through December 31, 2011, each one of the amount of \$833,333.33 (EIGHT HUNDRED AND THIRTY THREE THOUSAND THREE HUNDRED AND THIRTY THREE PESOS 33/100 PESOS Mexican Cy), once THE PROVIDER has rendered the corresponding services and delivered a monthly report explaining the activities performed during such period to the Head of the Office of Agricultural and Livestock Council of Mexico in the United States domiciled in Washington, D.C., and such office verifies that the services have been rendered and delivers its conformity in writing, accepting at its entire satisfaction, in time and in form. The last payment shall be made once THE PROVIDER has completed satisfactorily the total of the services, with the submission of a minute of delivery and reception of activities, which evidences the approval of the services in writing by Minister of the Agricultural and Livestock Council of Mexico in the United States domiciled in Washington, D.C., with the entire satisfaction of ASERCA

The payment will be by made at the Council of the United States in Washington D.C., located in: 1911 Pensilvania Ave. NW 7th floor 20006-3403 Washington D.C., from 9:00 to 15:00 hours on working days. The invoice for the corresponding services, must be submitted in the domicile and at the hours cited in the paragraph, with 8 days of anticipation for purposes of review prior to payment.

THE PROVIDER hereby leaves the Federal Executive, SAGARPA, ASERCA and/or whoever represents their interests, safe and harmless of any responsibility resulting from the Assignment of Rights.

In the event that the penalty established in Clause Eleventh of this Agreement is executed against THE PROVIDER then the payment on its favor under this Agreement will be conditioned to the payment of such penalty.

The invoices must be issued in favor of Apoyos y Servicios a la Comercializacion Agropecuaria, Tax Payers ID RFC: ASC-91046-PK9, domicile: 1911 Pensilvania Ave. NW 7th floor 20006-3403 Washington D.C. The invoices must include a description of the services rendered by THE PROVIDER. The description of services must correspond to the services describe in the Agreement and should include the contract number.

ASERCA agrees that in the event that the invoices delivered by THE PROVIDER present errors or deficiencies, THE PROVIDER will be notified within the next 3 working days after being received and will indicate in writing the deficiencies that must be corrected. Until ASERCA does not verify the delivery of the services and delivers its approval in writing to its intire satisfaction, such services will not be considered as received or as accepted.

SENASICA 2011

SENASICA CONTRACT S-291/2010-S
AMOUNT: \$8,000,000.00 USD

CLAUSES:

SECOND.- AMOUNT OF THE AGREEMENT.- [X]EL SENASICA[X] will pay to [X]THE PROVIDER[X] the amount of \$8,000,000.00 (EIGHT MILLION PESOS 00/100 Mex Cy) when the services are deemed as received to its entire satisfaction.

THIRD.- PAYMENT OF FEES AND INVOICING. The payment of the abovementioned fees will be made in twelve fixed exhibitions, as of the month of January and through November, of an amount of \$666,666.66 (Six Hundred and Sixty Six Thousand Six Hundred and Sixty Six 66/100 Pesos Mex Cy), and a last payment to be made on December 2011, of the amount of \$666,666.74 (Six Hundred and Sixty Six Thousand Six Hundred and Sixty Six 74/100 Pesos Mex Cy), which shall be paid to [X]THE PROVIDER[X] within the next 20 (twenty) days after submission of the invoice which shall meet all tax requirements in force and which contains the approval of the administrator of the Agreement. The payment of the amounts previously mentioned, will be made in Mexican currency, for the last month of services delivered.

These payments will be made in Mexican Currency, and shall be paid to [X]THE PROVIDER[X] within the next 20 (twenty) days after submission of the invoice which shall meet all tax requirements in force and which contain the approval of the administrator of the Agreement.

RECEPTION OF INVOICES AND/OR RECEIPTS

[X]THE PROVIDER[X] will deliver its invoices together with a document evidencing the delivery of the services, by means of a minute of receipt of services, which will be prepared by the corresponding requesting area, for purposes of payment in the General Services and Material Resources, located in: Avenida Insurgentes Sur 489, Colonia Hipodromo Condesa, Delegacion Cuahutemoc,Codigo Postal 06100, Mexico D.F. The reception of invoices and/or receipts for review will only be accepted on Mondays and Wednesdays from 10:00 to 14:00 hrs., in original and copy, for purposes of proceeding under the terms of this Agreement.

[X]THE PROVIDER[X] when issuing the invoice, will make reference to this Agreement, the unit measure and the unit price of the services.

In the event that the invoices delivered by the [X]THE PROVIDER[X] for approval, present errors or deficiencies, [X]THE PROVIDER[X] will be notified within the next 3 working days after being received and will indicate in writing the deficiencies that must be corrected. The time elapsed as of the delivery of the notice and until [X]THE PROVIDER[X] submit the corrections, shall not be computed for purposes of the of the term established for the conditions terms of payment. Once the invoice has been corrected, the calculation of the term will be resumed.

Payments will be made via wire transfer to the bank account of the beneficiary by means of the Federal Integra Finance Management System ([X]SIAFF[X]) operated by [X]TESOFE[X]