

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

**Privacy Act Statement.** The filing of this document is required by 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 this 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 .49 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.

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

1. Name and address of registrant Brownstein Hyatt Farber Schreck, LLP 410 Seventeenth Street, Suite: 2200 Denver, CO 80202	2. Registration No. 5870
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3. Name of foreign principal Embassy of Mexico	4. Principal address of foreign principal 1911 Pennsylvania Avenue, NW Washington, DC 20006
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5. Indicate whether your foreign principal is one of the following:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (specify): \_\_\_\_\_
- Individual-State nationality \_\_\_\_\_

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

- a) Branch or agency represented by the registrant  
Embassy
- b) Name and title of official with whom registrant deals  
Arturo Sarukham, Ambassador; Carlos Quesnel, Head of Legal Affairs; Carlos Sada, Head of Congressional Affairs

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

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

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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.

b) Is this foreign principal

- Supervised by a foreign government, foreign political party, or other foreign principal Yes  No
- 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 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 must be used.)*

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	Name and Title	Signature
2.2-09	Alfred Mottur, Managing Partner, DC Office Brownstein Hyatt Farber Schreck, LLP	

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.** The filing of this document is required by 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 this 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 Brownstein Hyatt Farber Schreck, LLP 410 Seventeenth Street, Suite: 2200 Denver, CO 80202-4437	2. Registration No.  5870
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3. Name of Foreign Principal Embassy of Mexico
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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.

We have a formal written contract (attached) with Kuykendall & Associates who directs and supervises our efforts on behalf of the foreign principal.

We will be compensated for our services by funds provided to Kuykendall & Associates by the Government of Mexico.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding. See attached agreement for representation.

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.  
Communicate with Members of Congress, members of the executive branch and other public officials regarding the implementation and enforcement of the International Court of Justice's decision in the Case Concerning Avena and Other Mexican Nationals (Mex. v. U.S.), 2004 I.C.J. 12. Attend meetings with U.S. public officials to pursue legislation necessary to the decision's enforcement.

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.

See response to #8 above.

Date of Exhibit B	Name and Title	Signature
2-2-09	Alfred Mottur, Managing Partner, DC Office Brownstein Hyatt Farber Schreck, LLP	

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.

**Brownstein | Hyatt  
Farber | Schreck**

January 26, 2008

William E. Moschella  
Of Counsel  
202.296.7353  
202.296.7009 fax  
wmoschella@bhfs.com

Mr. Gregory J. Kuykendall  
Kuykendall & Associates  
531 S. Convent Avenue  
Tucson, AZ 85701-2612

RE: Fee Agreement for Representation

Dear Mr. Kuykendall:

You have asked us, and we have agreed, subject to our firm's conflicts of interest check, to act as government relations counsel for Kuykendall & Associates regarding the implementation of the International Court of Justice's decision in the *Case Concerning Avena and Other Mexican Nationals (Mex. v. U.S.)*, 2004 I. C. J. 12. The purpose of this letter is to confirm the terms and conditions of Brownstein Hyatt Farber Schreck's (BHFS) representation of Kuykendall & Associates' interests.

Effective January 22, 2009, our retainer fee amount will be \$15,000 per month through December 31, 2009. Kuykendall & Associates and BHFS will discuss extending their relationship at the conclusion of this agreement. Absent such discussions, this agreement will renew automatically for an additional 12 month term at the conclusion of the initial term unless either party shall have provided written notice of its intention not to renew at least 30 calendar days prior to the expiration of the term then in effect.

It is anticipated that William Moschella will perform most of the work on this matter. We may assign additional lawyers or professionals in our firm to represent you if, in our judgment, that becomes necessary or desirable.

In addition to charging fees for government relations work, we also charge for certain out-of-pocket costs incurred by us in representing you. Charges for long distance telephone calls (domestic only), telecopy charges (domestic only), in-office copying, ordinary postage (under \$10.00), and deliveries made by in-house staff are covered by an administrative fee, currently equal to 2.5% of the fees charged. This administrative fee is in lieu of itemizing those expenses and may be adjusted over time. If there are other fees, such as computer-assisted research fees, travel, meals, or hotel accommodation charges, those will be billed separately.

This representation may require registration pursuant to the Foreign Agents Registration Act (FARA). Should that be necessary, FARA compliance costs will be passed on to you.

1350 I Street, NW, Suite 510 | Washington, DC 20005-3355  
Brownstein Hyatt Farber Schreck, LLP | bhfs.com

202.296.7353 tel  
202.296.7009 fax

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Mr. Gregory J. Kuykendall  
January 26, 2008  
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We bill for our services on a monthly basis. You agree to make payments within 30 days of your receipt of a statement. We reserve the right to suspend performing services and to promptly move to withdraw from the representation upon a failure to timely pay a bill.

We also wish to emphasize that BHFS provides a wide array of legal and public policy services to many clients around the world. These services include legislative and administrative representation on matters that may affect your interests, directly or indirectly. Therefore, as a condition of our undertaking to represent any client on a particular matter as described in the engagement letter, we hereby ask you, as we do each of our clients, to waive objection to any conflict of interest that might be deemed to be created by our representation of other clients in legislative or administrative policy matters that are unrelated to the specific representation we have been asked to undertake on your behalf. Your waiver will permit us to represent another client in advocating a change in law or policy areas such as, but not limited to, environmental or business regulation, international trade, telecommunications or taxation, even if the policy we advocate would or might have a direct or indirect adverse impact upon your interests.

You also agree that the work product of our attorneys, public policy professionals, and staff, including notes, research, and documents which we prepare, is the property of the firm. It is our policy to destroy all client files (including all documents and materials therein), eight years after we close such files upon completion of each matter. This file destruction procedure is automatic and you will not receive further notice prior to the destruction of these files.

We are very pleased and privileged to work with you. Occasionally, we may provide lists of representative clients to various publications and may use your company name in marketing materials. Unless you instruct us to the contrary, you hereby consent that such use is acceptable.

Please indicate your agreement to the terms of this letter by executing the enclosed copy and returning it to me. We appreciate the opportunity to represent you.

Very truly yours,

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: William E. Moschella  
William E. Moschella

Date: 1-26-09

KUYKENDALL & ASSOCIATES

By: Gregory J. Kuykendall  
Gregory J. Kuykendall

Date: 1-26-09