

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  Burson-Marsteller	2. Registration No.  2469
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3. Name of foreign principal  CEMEX	4. Principal address of foreign principal Ave. Constitucion 444 PTE 64000 Monterrey, N.L., 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:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - 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.

N/A

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

Cemex is a manufacturer of raw cement.

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SECTION  
REGISTRATION UNIT  
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b) Is this foreign principal

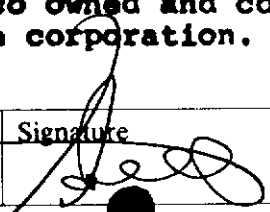
- Owned by a foreign government, foreign political party, or other foreign principal ..... Yes  No
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes  No
- Controlled by a foreign government, foreign political party, or other foreign principal ..... Yes  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.)

N/A

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.

**Cemex is a publically traded corporation in Mexico owned and controlled by its board of directors and the officers of the corporation.**

Date of Exhibit A	Name and Title	Signature
Jan. 23, 1990	Leonard Biegel, Sr. VP	

**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
Burson-Marsteller	CEMEX

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.

Contract will be filed under separate cover upon receipt.

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

Burson-Marsteller will provide services as agreed to in the written contract with Cemex billed on an hourly basis.

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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.

Burson-Marsteller provides a full range of public relations services to Cemex which include but are not limited to;

- Representation before the U.S. Congress
- Representation before the Executive Branch
- Media Consultation
- Preparation of Written Documents

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

Burson-Marsteller will provide lobbying services representing Cemex before the U.S. Congress as it pertains to the importation of cement into the United States and overall trade policies and trade legislation pending before the Congress.

Burson-Marsteller will also provide the same above mentioned services for Cemex before the Executive Branch of the U.S. Government.

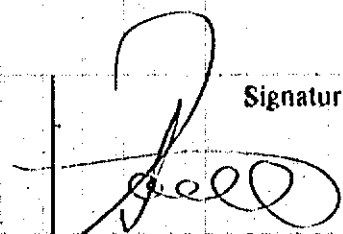
Date of Exhibit B

Jan. 23, 1990

Name and Title

Leonard I. Biegel  
Sr. Vice President

Signature



<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.

# Burson-Marsteller

230 Park Avenue South  
New York, NY 10003 1566  
212.614.4000

October 25, 1989

Cemex  
Ave. Constitucion, 444  
Apdo. Postal 392  
64000 Monterrey, N.L.  
Mexico

Attention: Mr. Gustavo A. Caballero  
Chief Financial Officer

90 FEB -6 P4:39

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OFFICE OF THE ATTORNEY GENERAL

Dear Mr. Caballero:

This letter constitutes the agreement between Cemex ("Client"), a Mexican corporation, and Burson-Marsteller ("B-M"), a division of Young & Rubicam LP, regarding communications services provided to Client by B-M.

## 1. Services

- a. Professional Services. As requested by Client, B-M will provide professional services, such as:
  - o counseling;
  - o developing public relations plans;
  - o preparing news releases, feature articles, public announcements and background information for distribution to communications media;
  - o representing the Client before legislative and regulatory organizations and other publics;
  - o writing and producing films, videotapes, flip charts, direct mail materials, booklets and other promotional materials; and
  - o staging and conducting meetings and other events.
- b. Special Services. In addition to the professional services listed in 1a, B-M may provide additional services for projects and products as requested by Client. Before special services are undertaken, Client and B-M will agree on how B-M will be compensated.

## 2. Compensation

Client agrees to pay B-M for all costs incurred by B-M in providing services requested by Client, as set forth in this section and according to the billing procedures in Section 3.

- a. Monthly Billing Cycle. B-M will base its invoices on a monthly billing cycle (the "Billing Month") running from the 16th day of the month through the 15th day of the next month.

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- b. Time Charges. Services rendered by B-M employees for Client will be billed at the hourly rates in effect during the Billing Month in which services are rendered. Outside professionals, including free-lancers, will be billed at comparable B-M rates.
- c. Out-Of-Pocket Expenses. Client will reimburse B-M without markup for out-of-pocket expenses, including travel-related expenses and the entertainment of editorial and other parties whom Client has requested B-M to entertain. There is one exception:  
If B-M uses services of an outside supplier in providing production-related services to Client, Client will pay B-M the cost of such services plus a 17.65 percent markup. Production-related services are items such as mechanical and art costs for printing, including typography and comprehensive layouts, and audiovisual production costs, including talent, props, scenery, sound and lighting, rights, license fees and producers' fees.
- d. Administrative Charge. Client will pay B-M three percent (3%) of time charges incurred during the previous Billing Month to cover certain administrative costs, such as local telephone and routine postage, that are necessarily incurred in providing services to Client.

### 3. Billing Procedures

- a. Payment Of Estimated Costs. On or about the sixteenth of each month, B-M will send Client an invoice for the estimated amount of costs that are expected to be incurred by B-M in providing services requested by Client during the coming Billing Month. Client will pay B-M the amount of the estimated costs on or before the end of the Billing Month (the 15th day of the month following the month the invoice is issued). B-M or Client may request a review of monthly estimate amount in the event of substantial variances between the estimate and actual monthly charges.
- b. Quarterly Reconciliation. At or about the end of each quarter, B-M will send Client a statement reconciling actual costs incurred during the

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previous Billing Months in that quarter with the estimated costs paid by Client. If the payments of estimated costs exceed actual costs, the statement will show a credit due Client that Client may apply to reduce the next estimated payment.

If actual costs exceed the payments of estimated costs, the statement will invoice Client for the amount due B-M, and Client will pay that amount by the 15th day of the month following the month the reconciliation is issued.

- c. Late Charges. If Client fails to make any payment due under this agreement within thirty (30) days after it is due, Client will pay interest on the amount due at the prime rate of interest charged by The Chase Manhattan Bank, N.A., as of the day the payment is due.

#### 4. Ownership Of Materials

All slogans and publicity materials submitted to Client by B-M while this agreement is in effect are the Client's property exclusively, provided that the Client pays for these materials and, before this agreement is terminated, the Client either uses the materials at least once or indicates in writing to B-M its intention to use them. Otherwise, these materials are B-M's property exclusively.

#### 5. Indemnification

- a. Client's Responsibility. Client is responsible for the accuracy, completeness and propriety of information that it provides to B-M concerning Client's products, services, organization and industry. Client is responsible for reviewing all publicity or other materials prepared by B-M under this agreement to confirm that all representations, direct or implied, are supportable by objective data then possessed by Client, and to confirm the accuracy and legality of the descriptions and depictions of the products and services of Client and its competitors.

Client will indemnify and hold B-M harmless for all losses, damages, liabilities, claims, demands,

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lawsuits and expenses, including reasonable attorney's fees, that B-M may incur or be liable for as a result of any claim, lawsuit or proceeding made or brought against B-M that is based upon or arises out of any of the following:

- o any publicity or other materials prepared or placed by B-M for Client, or other service performed by B-M for Client;
- o any alleged or actual defects in Client's products or services; or
- o allegations that Client's activities violate or infringe upon the copyright, trademark, patent or other rights of any third party, or that Client's activities induce, promote or encourage the violation of or infringement upon the rights of any third party.

- b. Use Of Information By Third Parties. B-M has no control over information once it has been issued to the media or another third party. B-M cannot assure the use of any material by any medium - print or electronic, nor the accuracy of what any third party publishes.

## 6. Confidentiality

Burson-Marsteller ("B-M"), on behalf of itself and its employees, hereby covenants and agrees that it:

- a. shall exercise reasonable care and caution to keep confidential any and all proprietary information concerning your business and operation which becomes known to B-M by reason of the performance of its services on your behalf, and which information is clearly marked "confidential" or specifically identified in writing as confidential. Proprietary information includes, but is not limited to, corporate plans and strategies, new product samples, specifications, formulations, and pricing information;
- b. shall not disclose any marked or identified information to any person outside of the employ of B-M, unless to do so is required in connection with the performance of its services, and in such event B-M hereby agrees to advise said third parties of the confidential nature of said material; and



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- c. shall return to you all such information then in its possession at the termination of B-M's services, except that B-M shall be entitled to keep evidence of its work product.

It is further agreed that none of the above shall apply to the following:

- a. information that is in the public domain at the time of disclosure to B-M or which enters the public domain through no fault of B-M, or its employees;
- b. information that is in the possession of B-M or its employees at the time of disclosure to B-M;
- c. information that B-M, or its employees, receive from a third party under no obligation of confidentiality to you; and
- d. compliance with any court order or other directive having the force of law.

#### 7. Other Rules Governing This Agreement

- a. Duration. This Agreement begins as of October 16, 1989, and continues until terminated by either Client or B-M. To terminate, written notice must be given at least 60 days before the effective date of termination. Client will pay for all charges and out-of-pocket expenses under this agreement incurred up to the effective date of termination. On that date, B-M will give or otherwise transfer to Client all property in B-M's possession that belongs to Client, as provided by Section 4, and all contracts for materials and services entered into by B-M for Client.
- b. Agent/Client Relationship. In purchasing materials or services on Client's behalf, B-M acts as Client's agent, and may state this relationship in contracts and orders.
- c. Jurisdiction. This agreement is governed by the laws of the State of New York and will be construed accordingly.

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- d. Headings. Headings in this agreement are for reference only. In case of a conflict between a heading and the content of a section, the content controls the meaning.
- e. Entire Agreement. This letter constitutes the entire agreement with respect to the matters it contains. It can be modified or amended only by a written document, which is enforceable only if signed by the party against whom enforcement is sought.

B-M and Client indicate their acceptance of this agreement by signing in the spaces provided below.

Sincerely yours,

BURSON-MARSTELLER

By:


  
Darryl Salerno  
Executive Vice President  
Assistant General Manager

Date: October 25, 1989

AGREED:

CEMEX

By:

  
Title: Finance Planning Director

Date: November 14, 1989