

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 TKC International, Inc. 444 North Capitol Street; Suite 711 Washington, D.C. 20001		2. Registration No. 3075
3. Name of foreign principal Fideicomiso ProMexico	4. Principal address of foreign principal Calle Ricardo Castro 54-9 Paso Co. Guadalupe Inn 01020 Mexico, DF Mexico	

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) Non-profit organization
- 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.

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

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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 Fideicomiso ProMexico is a private sector, non-profit organization formed to improve Mexico's image in the United States and help promote U.S. investments in Mexico.

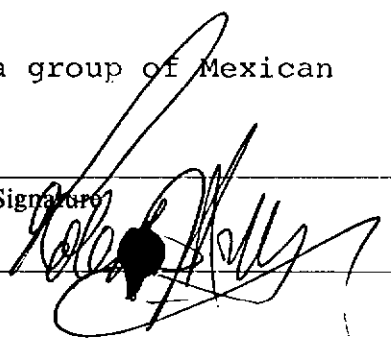
b) Is this foreign principal

- 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.)

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.

Fideicomiso ProMexico is owned and controlled by a group of Mexican private sector businessmen.

Date of Exhibit A January 13, 1989	Name and Title Robert J. Keefe, Chairman	Signature 
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**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
TKC International, Inc.	Fideicomiso ProMexico

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.

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

Form a bipartisan advisory committee of prominent United States citizens interested in U.S./Mexican bilateral relations.

Monitor and report on activities and developments helpful or detrimental to the interests of Mexico.

Promote Mexico's image in the U.S. and encourage U.S. investments in Mexico.

Possible lobbying or other activities to influence events will be decided on a case by case basis.

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COMMUNICATIONS SECTION

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

Registrant will monitor and report on activities that may affect Mexico and its relationship with the United States.

Registrant will form a bi-partisan advisory committee comprised of U.S. citizens interested in U.S./Mexican bilateral relations.

Registrant will seek to improve Mexico's image within the United States and encourage U.S. investments in Mexico.

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 activities outlined above may constitute political activities. Such activities may be through any means of advocacy, including prepared and extemporaneous statements reflecting the interests of the foreign principal.

Date of Exhibit B

January 13, 1989

Name and Title

Robert J. Keefe, Chairman

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 the government of a foreign country or a foreign political party.

# TKC INTERNATIONAL, INCORPORATED

Suite 711 • 444 North Capitol Street • Washington, D.C. 20001 • (202) 638-7030  
Telex No. 497427 • Fax No. (202) 638-6784

October 7, 1988

Mr. Antonio Gutierrez-Cortina  
President  
FIDEICOMISO PROMEXICO  
Calle Ricardo Castro No. 54-9  
Paso Co. Guadalupe Inn C.P.  
Mexico, D.F. 01020 MEXICO

INTERNAL SECURITY  
SECTION  
REGISTRATION UNIT

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JAN 18 1989

Dear Antonio:

This letter will confirm our recent discussions regarding an ongoing business relationship between FIDEICOMISO PROMEXICO and TKC International.

For a six-month period, commencing September 1, 1988 and ending on March 1, 1989, TKC International agrees to be responsible for the following activities:

- a. Monitoring and preparing factual reports on Congressional and Executive activities of the United States Government which might affect or have impact on Mexico;
- b. Monitoring and preparing factual reports on the level of understanding the United States has of the problems in Mexico; and
- c. Providing advice, analysis and subjective counselling regarding the general promotions of a better understanding between Mexico and the United States.

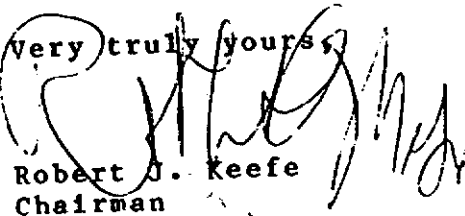
FIDEICOMISO PROMEXICO agrees to pay TKC International during this initial period a monthly retainer fee of \$1,000. The retainer shall be paid in advance and is in addition to any mutually agreed upon expenses.

Prior to the expiration of the six-month period, discussions shall be held between FIDEICOMISO PROMEXICO and TKC International to evaluate how the consulting activities are progressing. It is our hope that they would have proven to be fruitful and we can negotiate the terms of a long-term relationship between us.

Mr. Antonio Gutierrez-Cortina  
October 7, 1988  
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If the above meets with your approval, please acknowledge your acceptance of the terms and conditions herein by signing an enclosed copy of this letter and returning the same with the retainer fee for the months of September and October in the amount of \$1,000 each (invoice enclosed for your convenience).

We are pleased to serve you and look forward to a mutual and fruitful relationship.

Very truly yours,  
  
Robert J. Keefe  
Chairman

Enclosure

The terms and conditions contained herein are agreed, accepted and approved this \_\_\_\_\_ day of October, 1988.

FIDEICOMISO PROMEXICO

BY: \_\_\_\_\_  
ANTONIO GUTIERREZ-CORTINA  
PRESIDENT