

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
DPS-Dorland Worldwide, Inc. Registration #3605	a. Mexican Ministry of Tourism (Sectur) b. Fondo Nacional de Fomento al Turismo (Fonatur)

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. Both clients operate under the same agreement which was renegotiated. See note and contract attached.
- 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.

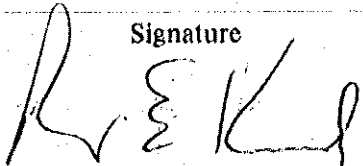
1. Study client's products and/or services.
2. Analyze present and potential markets.
3. Employ, on client's behalf, our knowledge of the factors of distribution and sales and their methods of operation.
4. Employ, on client's behalf, our knowledge of the available media and means which can profitably be used to advertise client's products and/or services.
5. Acting on the study, analysis and knowledge described above, formulate and recommend definite plans.
6. In the execution of these plans, when approved by the client, we do the following:
 - (a) Write, design, illustrate or otherwise prepare advertisements, for print, radio, television or other appropriate forms of client's message and pre-test the executions if we feel it necessary.

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

- (b) Contract, in our name, for space, broadcasting or other means to be used for client's advertising, endeavoring to secure the most advantageous rates available.
- (c) Properly incorporate the message in mechanical or other form and forward it with proper instructions for the fulfillment of the contract.
- (d) Check and verify insertions, displays, broadcasts, telecast, or other means used, to such a degree as is usually performed by agencies and is regarded as good practice.
- (e) Audit and pay invoices for space, broadcasting, production and services.
- (f) Screen and select all talent to be used in all forms of media.

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.

Date of Exhibit B 2/12/87	Name and Title Robert E. Kennedy Executive Vice President Chief Financial Officer and Secretary	Signature 
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¹Political 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.

Note regarding Item 1 of Exhibit B

The attached is a copy in Spanish covering DFS-Dorland's Services for the year 1987. I was told we do not have an English Translation in our files but other than the change in dates and the fact it was signed on our behalf by James Hunter, it is exactly the same as the English Translation forwarded with Exhibit B for the period ending July 24, 1986. As required by the instructions, new copies of the foregoing English Translation are also attached. The attached memo of January 20, 1987 from Dick Waldburger to Tom McNamara gives some further specifics as to the new contract dated November 17, 1986.

To: Tom McNamara
From: Dick Waldburger
Subject: Mexico Tourism - Letter of Credit

Date: January 20, 1987

The contract between DFS and The Mexican Department of Tourism covering the calendar year 1987 has been finalized. A copy is attached.

It will now be necessary to post a Performance Bond covering our obligations under the new agreement. This year the bond must be in the amount of 1,256,310,000.00 Mexican pesos.

To obtain the bond we will have to provide an irrevocable Letter of Credit similar to the one we issued last year. The information to be included in the Letter of Credit should be the same as last year's version (I presume there is a copy in Rose Taverna's 1986 files) except for the following:

Amount: 1,256,310,000 Mexican Pesos (to be translated into U.S. dollars at the exchange rate in effect at the time the Letter of Credit is issued)

Date of Contract: November 17, 1986

Negotiation/Presentation Date: December 31, 1988

Please arrange to have a copy of the Letter of Credit sent as soon as possible to our Mexico City bond broker, as follows:

Sr. Manuel Trigueros
Mancanas #2
Department 101
Colonial Balle
Mexico D.F. 03100

I would appreciate having a photocopy of the Letter of Credit when it is issued.

If there are any questions, please let me know.

RCW:mm
cc: Jim Hunter
Bob Kennedy

DW

SERVICE AGREEMENT FOR THE SUPERVISION OF TOURIST PROMOTION AND ADVERTISEMENT ACTIVITIES ENTERED INTO BY AND BETWEEN: THE TOURISM DEPARTMENT OF THE MEXICAN GOVERNMENT (HEREINAFTER REFERRED TO AS THE "DEPARTMENT"), HEREIN REPRESENTED BY ITS MINISTER MR. ANTONIO ENRIQUE SAVIGNAC, WITH THE PARTICIPATION OF ITS UNDERSECRETARY OF PROMOTION, MR. GUILLERMO A. GRIMM, AND ITS CHIEF OF STAFF, MR. ERNESTO LUQUIN ALCONEDO, PARTY OF THE FIRST PART, AND BY DANCER, FITZGERALD SAMPLE INC. (HEREINAFTER REFERRED TO AS THE "AGENCY"), HEREIN REPRESENTED BY ITS VICE-PRESIDENT MR. EDWARD W. BOYER, PARTY OF THE SECOND PART, PURSUANT TO THE FOLLOWING REPRESENTATIONS AND CLAUSES:

R E P R E S E N T A T I O N S

I. The Department hereby represents:

1. That it is an agency of the Executive Branch of the Mexican Government, having the authority granted to it by article 42 of the Organic Law of the Federal Public Administration, by the Federal Tourism Law and by all other applicable legal provisions.

2. That it has the authority to design, program and implement tourist promotion and advertising campaigns outside Mexico, directed at increasing tourist inflows towards Mexican tourist centers.

3. That in pursuance to the above, it wishes to engage a company that will supervise tourist promotion and advertising activities on its behalf outside the Mexican territory.

4. That every year budgetary allocations are approved within the Federal Budget for the respective fiscal year, in order to meet the objectives and goals set forth in the "Promotion of Foreign Demand" sub-program.

5. That under the provisions of article 7, paragraph XIV of its Internal Regulations, it is the responsibility of its chief of staff to authorize agreements to which it is a party and which may affect its budget.

6. That since the supervisory services of tourist advertising and

promotion activities subject matter hereof shall not be taken advantage of within the Mexican territory, the amounts payable to the Agency hereunder shall not be subject to the Mexican income tax, as provided in official communications 361-I-D-5-12015 and 361-I-D-5-14621, dated March 26 and June 11, 1984, respectively, issued by the Treasury Department.

II. The Agency hereby represents:

1. That it is a corporation duly incorporated on August 15, 1945, pursuant to the laws of the State of Delaware, United States of America.
2. That Edward W. Boyer, its Vice-President, has full power and authority to bind the Agency, pursuant the power of attorney granted to him, duly legalized by the Mexican Consulate in New York, N.Y., U.S.A.
3. That it has the required human, technical and material resources, as well as the capability and experience necessary to efficiently provide to the Department supervisory services of tourist promotion and advertising activities outside the Mexican territory.

IN VIEW OF THE FOREGOING, the parties agree on the following:

C L A U S E S

SECTION 1. The Agency shall provide the Department with supervisory services for tourist promotion and advertising activities, consisting in the preparation and placement in communication media of advertising material ordered by the Department aimed at promoting and disseminating the tourist resources and attractions of Mexico outside the Mexican territory. The services to be provided hereunder shall include, but not be limited to, those described in the Exhibit 1 attached hereto and made a part hereof.

SECTION 2. As consideration for the services covered by this agreement, the Department shall pay the Agency a fee of 17.65% of the net cost of billing of media and suppliers by the advertising contracted for by the

Agency hereunder. Said fees shall be determined without taking into account prompt payment discounts by media and suppliers; the amounts of these discounts shall be transferred by the Agency to the Department, provided the Department shall make timely payments to the Agency of the amounts involved.

SECTION 3. The costs indicated above do not include disbursements made by the Agency for taxes and assessments payable by the Department or for packaging, postage, freight, travel, telephone, telex, wire, cable and similar expenses arising as a result of the services rendered hereunder, and the Agency shall bill the same to the Department without the fees mentioned in the precedent section.

SECTION 4. Within 20 days from the date of execution hereof, the Agency shall present to the Department a proposed 1986 "Media Plan", containing the work program and an itemized budget of the advertising projects or campaigns to be undertaken in order to comply with the purposes set forth herein. Said "Media Plan" will in due course be made a part of this agreement as Exhibit 2.

The Agency shall, upon receipt by it of the Department's written approval of the proposed "Media Plan", undertake the work involved, as well as the contracting of media and suppliers,

SECTION 5. The Agency shall give to the Department, simultaneously with the "Media Plan" mentioned in the preceding section, detailed information on proposed radio and TV network and station audience, composition of the audience, coverage, readers of proposed printed media and, in general, any other statistical information needed to propose media contracts in accordance with the "Media Plan".

SECTION 6. The "Media Plan" shall include consumer research and testing of advertising effectiveness, as well as marketing studies to be conducted by the Agency.

SECTION 7. The Agency shall, within a maximum 90 day term after any payment by the Agency to media or suppliers, furnish to the Department supporting evidence of the work performed; such evidence shall imply, in all

cases, the furnishing of copies of the invoices issued by media or suppliers.

Additionally, for printed media the Agency shall send the Department within the same term mentioned above, three copies of the newspapers or magazines containing the advertising made hereunder. For promotional material, the Agency shall send the Department at least one copy of the final product.

SECTION 8. Invoices to be presented by the Agency to the Department must contain an itemized list of disbursements made by the Agency in accordance with section 3 above, together with the respective supporting documents.

SECTION 9. The Department shall make available to the Agency every month, within the first 15 days of the respective month, the amounts listed in the schedule set forth in Exhibit 3, which shall be attached to this agreement upon approval by the Department of the budget to be submitted by the Agency, in order that said amounts be used in contracting media and suppliers. Such amounts will cover the Agency fees referred to in section 2 hereof, which shall be applied upon payment to media and suppliers.

Payments by the Department shall be made available to the Agency in U.S. Dollars by wire transfer to the Agency's New York bank account 50-018-524 at Bankers Trust Company, 16 Wall Street, New York, N.Y. 10005, U.S.A.

SECTION 10. The Agency shall not alter in any way the budget approved by the Department; therefore, the Department shall assume no responsibility for commitments undertaken or payments made without its approval.

Any changes to the approved budget will require the Department's express prior written consent. Only in exceptional cases, authorizations may be granted by telephone and immediately confirmed by telex or telefax.

SECTION 11. The Department shall have at all times free access to all the documentation relative to its advertising projects or campaigns which are in the Agency's possession.

SECTION 12. The Department may directly enter into contracts with media and suppliers and the Agency shall be responsible for handling the the

project(s) involved, and thus the Agency shall be entitled to receive the fee referred to in section 2 above.

SECTION 13. It shall be the responsibility of the Agency to obtain all the authorizations needed for trademark, patent and copyrighted material use in the conduct of the advertising projects or campaigns hereunder, as required by the laws and regulations of the countries involved.

SECTION 14. This agreement shall be effective for one year, starting on January 1, 1986. However, any party hereto may terminate it without responsibility, prior written communication to the other party 90 days in advance. Within such period, the parties shall continue to perform only the irrevocable and non-cancellable commitments undertaken by the Agency in the name and on behalf of the Department.

SECTION 15. Upon termination of this agreement and upon payment by the Department of all amounts then payable to the Agency, the Department shall assume the rights and obligations derived from the contracts made in its name and on its behalf, and the Agency shall be released from any liability arising therefrom. Likewise, the Agency shall deliver to the Department the materials arising from this agreement. Therefore, the Agency shall not be obliged to deliver to the Department any unpaid materials.

SECTION 16. Starting on November 1, 1986, the Department and the Agency shall start the revision of this agreement for 1987, which shall be subject to the budgetary allocations available to the Department for said year.

SECTION 17. Within 20 days following the date of execution hereof, the Agency shall deliver to the Department a performance bond in the amount of Pesos 476,000,000 to guarantee the proper use of the amounts to be received hereunder, and the proper development of the supervision program of tourist promotion and advertising activities contemplated herein. Delivery of said bond is a basic pre-requisite for the Department to make payments to the Agency as set forth in the schedule to be agreed upon.

The bond shall be issued by a Mexican bonding company in favor of the Federal Treasury Office (Tesorería de la Federación) of the Mexican Government

and available to the Department. Such bond shall contain the following provisions:

- a) That the same is granted pursuant to the terms of this agreement.
- b) That it shall continue in full force and effect during the period covered by the schedule of payments to be approved.
- c) That it will not be subject to cancellation without the prior written approval to the Federal Treasury Office of the Mexican Government.
- d) That the bonding company expressly accepts to follow the enforcement procedure set forth by article 95 and 118 of the Federal Law on Bonding Institutions.

The bond shall be cancelled only after the services shall have been rendered to the complete satisfaction of the Department.

SECTION 18. The Department hereby appoints the Undersecretary of Promotion and, in his absence, the General Director of International Promotion as liason persons for all matters arising under this agreement. The Agency hereby appoints Messrs. Robert Weekes and James Hunter for the same purpose.

SECTION 19. For all purposes herein, the parties designate the following addresses:

The "Department"
 Mariano Escobedo No. 726
 Colonia Anzures,
 Delegación Miguel Hidalgo
 11590 Mexico, D.F.

The "Agency"
 405 Lexington Avenue
 New York, New York 10174
 U.S.A.

SECTION 20. For everything pertaining to the interpretation of, and compliance with, this agreement, the laws of Mexico shall apply and the federal courts of Mexico City shall have jurisdiction.

THIS AGREEMENT is executed in original and six copies in Mexico City on the 9th day of December, 1985.

THE DEPARTMENT

THE AGENCY

(signed)

Mr. Antonio Enriquez Savignac
Minister of Tourism

(signed)

Mr. Edward W. Boyer
Vice-President

(signed)

Mr. Guillermo A. Grimm.
Undersecretary of Promotion

(signed)

Mr. Ernesto Luquin Alconedo
Chief of Staff

(signed)

Mr. Alfonso de María y Campos
General Director of Legal Matters