

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 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 MANCHESTER TRADE, INC. 1155 15TH ST., NW, SUITE 302, WASHINGTON, DC 20005	2. Registration No. 4149
3. Name of foreign principal SECRETARIAT OF COMMERCE & INDUSTRIAL DEVELOPMENT GOVERNMENT OF THE UNITED MEXICAN STATES	4. Principal address of foreign principal ALFONSO REYES NO. 30 COL. CONDESA MEXICO CITY, DF 01740

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. SECRETARIAT OF COMMERCE & INDUSTRIAL DEVELOPMENT (SECOFI)
- b) Name and title of official with whom registrant deals.
ANTONIO ARGUELLES, OFFICIAL MAYOR

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

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.

Date of Exhibit A JANUARY 1 ⁰ , 1991	Name and Title STEPHEN LANDE, PRESIDENT	Signature <i>Stephen Lande</i>
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Under 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. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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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, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
MANCHESTER TRADE, INC.	SECRETARIAT OF COMMERCE & INDUSTRIAL DEVELOPMENT GOVERNMENT OF THE UNITED MEXICAN STATES

Check Appropriate Boxes:

- 1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- 2. 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 three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3. 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 the expenses, if any, to be received.

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

WE WILL ADVISE MEXICO IN THE COURSE OF NEGOTIATIONS FOR A FREE TRADE AGREEMENT (FTA) WITH THE UNITED STATES OF AMERICA.

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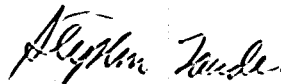
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

MANCHESTER TRADE ENVISIONS THE FOLLOWING TYPES OF WORK ASSIGNMENTS:

1. PERIODIC STATUS MEMOS
2. ALERT REPORTS
3. ANALYTICAL REPORTS
4. PREPARATION OF POLICY OPTIONS AND RECOMMENDATIONS
5. BRIEFINGS OF MEXICAN GOVERNMENT AND PRIVATE SECTOR OFFICIALS
6. CLOSE LIAISON WITH THE MEXICAN EMBASSY, PARTICULARLY THE SECOFI OFFICE IN WASHINGTON, DC
7. REVIEW OF BUSINESS AND TRADE PRESS, GOVERNMENT PUBLICATIONS AND OTHER FORMS OF INFORMATION OF INTEREST TO SECOFI.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
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	Name and Title	Signature
JANUARY 10, 1991	STEPHEN LANDE, PRESIDENT	

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.

CONTRACT FOR TECHNICAL AND PROFESSIONAL SERVICES ENTERED INTO BY THE SECRETARIAT OF COMMERCE AND INDUSTRIAL DEVELOPMENT, SUBSEQUENTLY REFERRED TO AS "THE SECRETARIAT" or "SECOFI", REPRESENTED BY LIC. ANTONIO ARGUELLES, IN HIS CHARACTER AS OFICIAL MAYOR, AND MANCHESTER TRADE, INC., SUBSEQUENTLY REFERRED TO AS "THE CONSULTANTS", REPRESENTED BY MR. STEPHEN L. LANDE:

DECLARATIONS

1. "THE SECRETARIAT" declares:

1.1. That it is a branch of the federal executive government, as set forth in article 26 of the Ley Orgánica de la Administración Pública Federal (law of public federal administration).

1.2 That according to article 34 of that law, this branch is charged with, among other matters, formulating and conducting general industrial policies, foreign trade, promotion of foreign trade; studying, projecting and determining tariffs, studying and determining restrictions on imports and exports, participating in the imposition of general criteria for stimulating foreign trade; and studying and determining, through general rules, the necessary fiscal incentives for industrial development and foreign trade growth, promotion and orientation of foreign investment, and where called for, organization of industrial research.

1.3 That the technical and professional services detailed in ANNEX ONE of this contract are required in order to carry out these functions.

1.4 That according to section XIII of article seven of the internal regulations of the Secretariat of Trade and Industrial Development, the Oficial Mayor is the public servant who is authorized to enter into contracts on behalf of the Secretariat.

1.5 That it is domiciled at the location of Alfonso Reyes Number 30, Colonia Condesa, Mexico, Federal District.

2. "THE CONSULTANTS" declare:

2.1 That they form a legally constituted body as accredited by the Articles of Incorporation in the District of Columbia.

2.2 That Mr. STEPHEN LANDE has the necessary authority to enter into the present contract on the behalf, as

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accredited with the powers vested in him through article V, Section 5.5 of the above mentioned Articles of Incorporation.

2.3 That they have the professional and technical requirements for meeting the obligations of the present contract.

2.4 That they are domiciled at 1155 Fifteenth Street, N.W., Suite 302, Washington, D.C. 20005.

3. Both parties declare:

3.1 That they are aware of the legal title with which each party participates in this act and consent to abide by following stipulations:

TERMS

FIRST.- The object of the present contract is the rendering of services referred to in ANNEX ONE by "THE CONSULTANTS", according to the characteristics and schedule determined therein. Said Annex is the integral part of this contract for all legal purposes.

SECOND.- "THE CONSULTANTS" must render the services referred to in ANNEX ONE in accordance with the highest norms of technical and professional standards.

THIRD.- The duration of this contract will be one year from the date of its signing.

FOURTH.- The parties agree that the total amount for the services covered by this contract is \$98,000.00 U.S. dollars (ninety eight thousand U.S. dollars).

FIFTH.- The parties concur with payment for the services as follows:

- 1) On January 15, \$ 35,000.00 U.S. dollars (thirty five thousand U.S. dollars).

2) On April 1, \$ 21,000.00 U.S. dollars (twenty one thousand U.S. dollars).

3) On July 1, \$ 21,000.00 U.S. dollars (twenty one thousand dollars).

4) On October 1, \$ 21,000.00 U.S. dollars (twenty one thousand dollars).

SIXTH.- "THE SECRETARIAT" will recognize and will cover as expenses for the "THE CONSULTANTS" an additional amount totalling \$ 500.00 U.S. dollars (five hundred U.S. dollars) monthly.

SEVENTH.- "THE SECRETARIAT" will provide "THE CONSULTANTS" with all information available to it for the best performance of services under the present contract.

"THE CONSULTANTS" must not provide such information to third parties without the express authorization of "THE SECRETARIAT", even after the expiration or termination of this contract.

EIGHT.- "THE CONSULTANTS" must:

a) Render the services under this contract to "THE SECRETARIAT" on an exclusivity basis. In particular, "THE CONSULTANTS" must notify "THE SECRETARIAT" of any work for third parties that could conflict with obligations contracted under this contract, and must not accept such work if "THE SECRETARIAT" objects.

b) To respond to all obligations arising from the work, with respect to personnel rendering the contracted services, so that "THE SECRETARIAT" does not acquire any obligation in this respect.

c) To pay any taxes arising from the execution of the services under this contract.

NINTH.- "THE CONSULTANTS" must not subcontract services under the present contract, nor can they assign the rights to collect payment on the same without prior written authorization by "THE SECRETARIAT".

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The persons included in ANNEX TWO shall be directly charged with rendering the contractual services. The "CONSULTANTS" shall not delegate their obligations to third parties. Should there be a change in the persons designated under the aforementioned Annex, "THE CONSULTANTS" will have to give "THE SECRETARIAT" prior, written notification of such a change. "THE SECRETARIAT" must authorize such a change within 30 calendar days; if it does not do so within the specified time limit, the change will be deemed approved.

TENTH.- "THE SECRETARIAT" can terminate the present contract, in writing to "THE CONSULTANTS", if:

a) "THE CONSULTANTS", for causes attributable to them, do not carry out the services of the agreement according to the specifications or the calendar described in ANNEX ONE.

b) "THE CONSULTANTS" unjustifiably suspend services, or do not give them due attention by competent personnel.

c) "THE CONSULTANTS" provide to third parties confidential information relating to the contract, without the express authorization of "THE SECRETARIAT".

ELEVENTH.- Should a) or b) under clause number 10 occur, "THE SECRETARIAT" will require, in writing to "THE CONSULTANTS", that they be corrected within thirty calendar days. If at the expiry of this period "THE CONSULTANTS" do not satisfactorily comply, "THE SECRETARIAT" can exercise the option of terminating the contract by so notifying "THE CONSULTANTS" in writing.

In the case of violation of the principle of confidentiality, "THE SECRETARIAT" has the right to terminate the contract from the moment that the situation becomes known to it, having only to communicate its intention in writing to "THE CONSULTANTS".

TWELFTH.- "THE CONSULTANTS" can terminate the present contract if "THE SECRETARIAT" unilaterally changes the schedule or amount of payments stipulated, in which case the parties will seek a joint satisfactory solution. If this is not achieved within a 30 day period after notification in writing of such irregularities by "THE CONSULTANTS", the

latter can terminate the contract, having only to communicate it in writing to "THE SECRETARIAT".

THIRTEENTH.- The parties agree to designate specific personnel responsible for coordinating the services under this contract.

FOURTEENTH.- Terms and conditions not set forth in this contract will be decided through mutual agreement between the parties.

FIFTEENTH.- Any disagreement with respect to the interpretation of or compliance with this contract will be settled between the parties during a thirty calendar day period dating from notification in writing by one to the other of the point of disagreement or non-compliance.

Once this period has expired, any dispute arising from or in connection with the present contract shall be submitted to the federal courts of Mexico City, Federal District. Accordingly, the parties hereby waive the jurisdiction of any court which may be competent by reason of their present or future domicile.

SIXTEENTH.- The original, governing and controlling version of the present contract notwithstanding any translation is the spanish text.

Having read this instrument and in awareness of its scope and legal consequences, the parties agree on the contents and sign it in Mexico City, Federal District, on January 1st. of 1991.

FOR "THE SECRETARIAT"

FOR "THE CONSULTANTS"

C. ANTONIO ARGUELLES

MR. STEPHEN LANDE

SCOPE OF SERVICES TO BE PROVIDED

Under the terms of this contract, Manchester Trade will contribute to and support the Government of Mexico's bilateral negotiating efforts with the United States. Its work will involve analysis of the current situation, reports and recommendations where appropriate. This could include:

Development of strategy and tactics to help Mexico achieve its negotiating objectives.

Analysis of specific proposals, their implications for Mexico, and recommended strategy. This would include analysis of precedents established by existing preferential trade regimes, and multilateral and bilateral trade agreements.

Non-trade provisions contained in such arrangements as CBI and the Lomé conventions should be explored, including those promoting foreign investment, developing sources of low cost finance, technical assistance, prior notification and consultation on regulatory actions affecting the other partners (such as enactment of stricter environmental standards or food safety requirements) and the establishment of institutional relationships at the ministerial and technical level among governments, private sector, labor and other organizations.

Identification of key players, both within the U.S. government and in the private sector, their views and evolving role in the negotiations, for the purpose of heading off conflicts and effectively communicating Mexico's view.

Coalition building with groups sharing Mexico's interests to enhance effectiveness.

Identification and, if requested by SFCOFI, subcontracting of expertise needed for the project. For example, we maintain close relations with the official who was the key staff level U.S. negotiator in the U.S.-Canada Free Trade Agreement, who is now in the private sector.

Other assignments identified by SFCOFI.

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SUGGESTED WORK PROGRAM

Manchester envisions the following types of work assignments to be carried to support SECUR's negotiations.

1. Periodic status memos describing the current state of play in Washington.
2. Alert reports of developments of direct interest to Mexico.
3. Analytical reports as requested by SECOT.
4. Preparation of policy options and recommendations on specific trade questions.
5. Briefings of Mexican government and private sector officials both in Washington and in Mexico.
6. Close liaison with the Mexican Embassy, particularly the SECOT office in Washington.
7. Review of business and trade press, government publications and other forms of information of interest to SECOT.

ANEXO DOS

NAME

POSITION

Stephen L. Lande

President
Manchester Trade, Inc.
(Team Leader)

Nellis K. Crigler

Vice President