

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.

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 .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
THE PANTIN PARTNERSHIP, INC.	Estados Unidos Mexicanos (Government of Mexico) SECOFI - Secretaria de Comercio Y Fomento Industrial. 4617

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 three 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 three 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 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.

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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.

Public Relations efforts to disseminate information favorable to the proposed North America Free Trade Agreement

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.

Distribution of information on NAFTA

Date of Exhibit B	Name and Title	Signature
2/6/92	LESLIE PANTIN, JR 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 RENDERING OF TECHNICAL AND PROFESSIONAL SERVICES ENTERED INTO BY AND BETWEEN THE OFFICE OF THE SECRETARY OF COMMERCE AND INDUSTRIAL DEVELOPMENT, HEREINAFTER "THE OFFICE OF THE SECRETARY," REPRESENTED BY ANTONIO ARGUELLES, ESQ., IN HIS CAPACITY AS SENIOR OFFICIAL OF THE DEPARTMENT, PARTY OF THE FIRST PART, AND THE PANTIN PARTNERSHIP, INCORPORATED, HEREINAFTER "THE CONSULTANTS," REPRESENTED BY MR. LESLIE PANTIN, PARTY OF THE SECOND PART, ACCORDING TO THE TENOR OF THE FOLLOWING:

RECITALS

1. "THE OFFICE OF THE SECRETARY" states:

1.1 That it is a department of the Federal Executive Branch, pursuant to the provisions of Article 26 of the Organic Law on the Federal Public Administration.

1.2 That pursuant to Article 34 of the same law, this department is entrusted, among other matters, with formulating and carrying out the general policies of industry, foreign trade, promoting foreign trade, studying, planning and determining duties; studying and determining the restrictions on import and export items; participating in setting up the general criteria to establish foreign trade incentives, and studying and determining, by means of general rules, the necessary tax incentives for industrial development and foreign trade, promoting, directing foreign investment and, as the case may be, organizing industrial research.

1.3 That in order to perform its duties, it requires the technical and professional services with the characteristics and time schedule itemized in "Annex One" of this contract.

1.4 That pursuant to the provisions set forth in section XIII, Article 7 of the Internal Regulations of the Office of the Secretary of Commerce and Industrial Development, the Senior Official is the Public Servant who has been conferred the power to enter into contracts to which the department is a party.

1.5 That it elects domicile at No. 30 Alfonso Reyes, Colonia Condesa, in Mexico, Federal District.

2. "THE CONSULTANTS" state:

2.1 That they are a legally organized company, as certified by the Articles of Incorporation.

2.2 That Mr. Leslie Pantin has the necessary powers to subscribe this contract, in representation of said company.

2.3 That they have the professional and technical resources necessary to meet the obligations arising from this contract.

2.4 That for all due legal purposes, they elect domicile at 1000 Brickell Avenue, Fourth Floor, Miami, Florida 33131.

3. The parties state:

3.1 That they mutually and broadly acknowledge their capacities declared herein, and express their willingness to bind themselves in accordance with the stipulations of the following:

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C L A U S E S

ONE. - The purpose of this contract is for "THE CONSULTANTS" to provide the services referred to in "Annex One," according to the characteristics and time schedule set forth in same. The aforementioned Annex, signed by both parties, forms an integral part of this contract for all due legal purposes.

TWO. - "THE CONSULTANTS" undertake to provide the services referred to in "Annex One," pursuant to the highest technical and professional quality standards.

THREE.- The duration of this contract shall be one year, reckoned as of the date of its subscription.

FOUR. - The parties agree that the total sum for the services which are the object of this contract are \$10,000 (Ten Thousand) U.S. dollars per month.

FIVE. - "THE OFFICE OF THE SECRETARY" will recognize and reimburse a maximum of \$1,000 (ONE THOUSAND) U.S. dollars per month solely for airline and railroad transportation.

Should it be necessary, said amount may be greater, upon prior written authorization by the Free-Trade Treaty Negotiation Office in Washington, D.C.

SIX.- "THE OFFICE OF THE SECRETARY" shall furnish "THE CONSULTANTS" with all the information it possesses, for the better execution of the services which are the object of this contract.

"THE CONSULTANTS" undertake not to divulge the information furnished to third parties, without the express authorization of "THE OFFICE OF THE SECRETARY," including during the two years following the rescission or termination of this contract.

SEVEN.- "THE CONSULTANTS" undertake:

a) To provide their services to "THE OFFICE OF THE SECRETARY" exclusively, as regards the services which are the object of this contract. Specifically, "THE CONSULTANTS" undertake to notify "THE OFFICE OF THE SECRETARY" of any assignment made by third parties which could be in conflict with the obligations undertaken herein, and not to accept said assignments in case of any objection on the part of "THE OFFICE OF THE SECRETARY."

b) To be liable for all obligations arising from labor relations regarding the personnel in charge of providing the services contracted, wherefore "THE OFFICE OF THE SECRETARY" has no obligation whatever in that regard.

c) The payment of taxes caused by the performance of the services contracted.

EIGHT.- "THE CONSULTANTS" may not subcontract the services which are the object of this instrument, nor may they assign their rights to collect payment arising therefrom, without the prior written authorization of "THE OFFICE OF THE SECRETARY."

The persons included in "Annex Two" shall be the ones directly in charge of providing the professional service, and shall not be empowered to delegate their duties to any third parties. In the event that any changes have to be made regarding the personnel designated in the aforementioned annex, "THE CONSULTANTS" shall be required to notify "THE OFFICE OF THE SECRETARY" of said change in advance and in writing. The latter must issue its authorization within a term of 30 working days; should it fail to do so, the authorization shall be considered approved.

NINE.- "THE OFFICE OF THE SECRETARY" may rescind this contract upon prior written notification of its decision to "THE CONSULTANTS," if:

a) "THE CONSULTANTS," for reasons attributable to them, fail to provide the services pursuant to the specifications described in "Annex One" of this contract.

b) "THE CONSULTANTS" suspend without just cause the confidential work which is the subject matter of this contract, without the express authorization of "THE OFFICE OF THE SECRETARY."

c) "THE CONSULTANTS" furnish to third parties confidential information involving the subject matter of this contract, without the express authorization of "THE OFFICE OF THE SECRETARY."

TEN.- Should any of the first two circumstances set forth in the foregoing clause regarding deficiencies in providing the services occur, "THE OFFICE OF THE SECRETARY" shall require "THE CONSULTANTS," in writing, to correct the same within a term of 30 working days.

If upon expiration of said term, "THE CONSULTANTS" have not satisfactorily complied with the request, "THE OFFICE OF THE SECRETARY" may exercise the right to rescind this contract, a written notice sent to "THE CONSULTANTS" being sufficient for this purpose.

Should confidentiality be breached, "THE OFFICE OF THE SECRETARY" shall have the right to rescind the contract as of the moment it becomes aware of the situation, the only requirement being that it notify "THE CONSULTANTS" in writing of its intention.

ELEVEN.- "THE CONSULTANTS" may rescind this contract if "THE OFFICE OF THE SECRETARY" unilaterally alters the time schedule and/or the amount of the payments agreed upon, in which case the parties shall seek a mutually satisfactory arrangement. Should the foregoing not be attained within a 30-day term, reckoned as of the date of the notice which "THE CONSULTANTS" send in writing stating their disagreement therewith, the latter may exercise the right to rescind this contract, a written notice to the "THE OFFICE OF THE SECRETARY" being sufficient for said purpose.

TWELVE.- The parties agree to each appoint the persons responsible for coordinating the services provided pursuant to this contract.

THIRTEEN.- The terms and conditions not provided for in this contract shall be decided by mutual agreement between the parties.

FOURTEEN.- Any disputes regarding the interpretation and performance of this contract shall be resolved by the parties within a term of 30 calendar days, reckoned as of the date on which either of them notifies the other in writing of the point of controversy or breach of contract.

Upon expiration of the aforementioned term, should there be no reconciliation, the parties expressly submit to the competency of the Federal Courts of Mexico City, Federal District, waiving any jurisdiction to which they might be entitled due to their current or future domicile.

This instrument having been read, and the scope and legal effects of same being known, the parties express their agreement as to its content and sign the same in Mexico City, Federal District, on the 1st day of January, 1992.

FOR THE OFFICE OF THE SECRETARY
OF COMMERCE AND INDUSTRIAL
DEVELOPMENT
THE SENIOR OFFICIAL

FOR "THE CONSULTANTS"

ANTONIO ARGUELLES

LESLIE PANTIN

Countersigned by

HERMANN VON BERTRAB
HEAD OF UNTLC-WASHINGTON

JESUS FLORES AYALA
CHIEF CONSULTANT
UNTLIC-MEXICO

ANNEX ONE

Herein below is the work program for 1992 of "The Pantin Partnership, Inc.":

1. Locate leaders, agencies and the media in Florida.
2. Prepare a schedule of activities to distribute information.
3. Participate in developing a newsletter which will be distributed on a regular basis.
4. Establish contacts in Florida with leaders, agencies and the media, and distribute information to same.
5. Create coalitions in order to support and promote the benefits of TLC.
6. Generate support for TLC.
7. Disseminate support for TLC in Florida.
8. Coordinate the task of informing the members of Congress of the support in Florida for TLC.

ANNEX TWO

The following persons shall be directly in charge of providing professional services:

**Chaz Adams
Nelson Benedico
Steve Maiman
Leslie Pantin, Jr.
Sury Veliz**

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The Pantin Partnership

30 de enero de 1992

Sr. Rodolfo Balmaceda
Embajada de Mexico
Oficina del Trato de Libre Comercio
1776 I Street, NW
Washington, DC

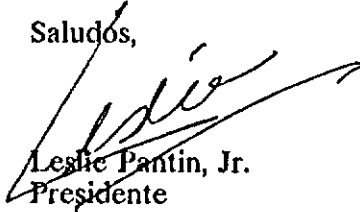
Estimado Rodolfo:

Adjunto le envío los cuatro tantos del contrato firmados y rubricados. También le incluyo todos los documentos que nos solicitaron durante nuestra visita a Washington, DC.

Le enviaremos la factura por la cuota de enero y febrero, tanto como los recibos por los cargos que incurimos durante la visita, en los próximos días.

Favor de llamarnos si tiene alguna pregunta con respecto al presente. Hablaremos pronto.

Saludos,



Leslie Pantin, Jr.
Presidente

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**LISTA DE REQUISITOS PARA CELEBRAR CONTRATO CON LA SECRETARIA
DE COMERCIO Y FOMENTO INDUSTRIAL**

1. Acta Constitutiva de la empresa (Articles of Incorporation), expedida por el Departamento de Estado local. Este documento tiene que llevarse después al consulado mexicano con el fin de que sea legalizado. ✓

2. "Certificate of Good Standing" expedido por el mismo Departamento de Estado. ✓

3. Carta de manifestación de servicios certificada ante notario. Dirigir la carta al Dr. Hermann von Bertrab, mencionando que están dispuestos a ofrecer los servicios que se listan en el "Anexo A" y lo que se piensa cobrar mensualmente. En una hoja por separado (llamada "Anexo A"), describir estos servicios. Dicha carta y anexo deberán estar certificados ante notario y legalizados ante el consulado mexicano. ✓

3. Poder otorgado a quien va a firmar el contrato con la Secretaría. Este poder tiene que estar notariado y legalizado por el consulado mexicano. ✓

4. Copia de una identificación personal (licencia de conducir o pasaporte), certificada ante notario y legalizada por el mismo consulado.

5. Edad y estado civil (ningún documento en especial, solo de palabra o por escrito en forma simple). Estos son datos que se incluyen en el contrato.

Nota: Es importante mencionar que el notario al que acudan debe estar registrado en la misma ciudad donde esté el consulado mexicano