

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 RALPH A. BIEDERMANN 33 WAUKEGAN ROAD-SUITE 202 LAKE BLUFF, IL 60044	2. Registration No. 4755
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3. Name of foreign principal SECRETARY OF INDUSTRIAL AND COMMERCIAL DEVELOPMENT STATE OF YUCATAN, MEXICO	4. Principal address of foreign principal CALLE 59, NO. 514 MERIDA, YUCATAN, MEXICO 97000
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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
 - Committee
 - Corporation
 - Voluntary group
 - Association
 - 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. **GEORGE NESBITT
DIRECTOR GENERAL OF
INDUSTRIAL DEVELOPMENT AND PROMOTION**

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

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
RALPH A. BIEDERMANN	SECRETARY OF INDUSTRIAL AND COMMERCIAL DEVELOPMENT STATE OF YUCATAN, MEXICO

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.

CONTRACT PERIOD HAS BEEN EXTENDED FROM
10/1/92 THRU 3/31/93 ALTHOUGH WRITTEN
CONFIRMATION HAS NOT BEEN RECEIVED
AS OF THIS DATE.

- 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.

CONTAINED IN ENCLOSED CONTRACT.

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
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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.

MARKETING AGREEMENT

This is a marketing representation agreement between Mr. Ralph A. Biedermann, the consultant, hereafter known as "MR. BIEDERMANN", and the Government of the State of Yucatan, United Mexican States, hereafter known as "THE STATE".

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The services which MR. BIEDERMANN will provide THE STATE is to represent the State of Yucatan to U.S. and other non-Mexican companies that either he or THE STATE identifies as prospects who can benefit from trade and investment with Mexico.

MR. BIEDERMANN will look for prospective companies that may fall under the following investment categories, among others: 100 percent foreign-owned investments; joint ventures between foreign and Yucatecan companies; subcontracting opportunities with Yucatecan companies; shelter or "incubator" operations; purchase of Yucatecan products for export; purchase of U.S. companies by Yucatecan investors.

MR. BIEDERMANN will provide a follow-up response to all prospects developed from the direct mail and advertising programs implemented by THE STATE and from other sources, and will provide continued contact with prospects as required; in all communications with prospective companies, MR. BIEDERMANN will identify himself as THE STATE's regional representative.

MR. BIEDERMANN will fulfill the prospects's need for basic information through the use of THE STATE's brochures, videos, handouts as well as the use of any similar materials provided by public and private organizations within the state.

MR. BIEDERMANN, together with THE STATE, will further facilitate the prospect's interest in THE STATE through further telephone contacts, proposals, visits with and presentations directly to the prospects, as well as developing a tailored agenda for the prospect's visits to Yucatan; MR. BIEDERMANN will participate in these visits if requested by THE STATE or the prospect.

MR. BIEDERMANN will recommend to THE STATE industry conferences and trade shows in his geographic region where THE STATE should be an attendee or an exhibitor; MR. BIEDERMANN will participate as THE STATE's representative if requested to do so by THE STATE.

MR. BIEDERMANN will communicate all of his activities regarding

prospects with THE STATE's Director of Industrial Promotion; MR. BIEDERMANN will also work closely with THE STATE's other regional representatives in the implementation of the marketing program as well as any other organizations so designated by THE STATE.

MR. BIEDERMANN will develop budgetary information for THE STATE on the creation of other marketing vehicles recommended to be used in the program, and will assist in developing and implementing these aspects of the program as directed by THE STATE.

MR. BIEDERMANN's geographic region is defined to be the following: the midwest and northeastern states of the U.S bounded by New Jersey, Pennsylvania, Ohio, Indiana, Illinois, Iowa and Minnesota as well as all of the Canadian provinces; however, when MR. BIEDERMANN has experience and personal contact with a prospect in another region, he may contact this prospect directly after coordinating with THE STATE and the appropriate representative for that region.

MR. BIEDERMANN will make use of any opportunities to write or speak in favor of these activities on behalf of the State, such as, but not limited to, private and mass media interviews, presentations and speeches before qualified audiences, written articles for newspapers or magazines, and personal contacts with decision makers from industries with high probabilities of investing in THE STATE as well as influential businessmen who can contribute in reaching this goal.

MR. BIEDERMANN will submit to THE STATE a written executive summary on his activities as often as is necessary, but no less than once a month.

THE STATE will provide MR. BIEDERMANN at the initiation of this agreement sufficient copies of marketing materials required to fulfill his responsibilities including brochures, news releases, articles, advertising copy, videotapes, and so forth. THE STATE will also provide to MR. BIEDERMANN a stationery set including letterhead, envelopes, mailing labels and business cards indicating MR. BIEDERMANN's place of business; MR. BIEDERMANN will make available at his place of business sufficient office space to properly perform the functions required by this contract.

It is understood that all materials provided by THE STATE to MR. BIEDERMANN will be returned to THE STATE at the completion of this agreement.

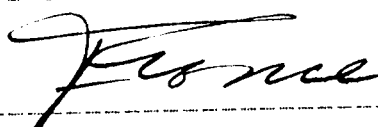
The period of this agreement between MR. BIEDERMANN and THE STATE will be September 15, 1991, through March 31, 1992; THE STATE agrees to pay MR. BIEDERMANN a fee of \$1,000.00 (One thousand dollars) for the half month of September, 1991, and \$2,000.00 (Two thousand dollars) per month for the full months of October, 1991, through March, 1992, payable in advance on a U.S. bank; The period of the agreement may be extended beyond March 31, 1992, at any time prior to the termination of this agreement by mutual consent; Payment will be made after presentation of an invoice.

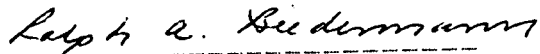
THE STATE agrees to reimburse MR. BIEDERMANN for out-of-pocket expenses including food, transportation, and lodging on occasions when, by mutual previous consent, MR. BIEDERMANN attends an event as the regional representative of THE STATE; Also, THE STATE agrees to reimburse MR. BIEDERMANN for reasonable office expenses including, but not limited to: postage, telephone, FAX, FEDEX, and office supplies which MR. BIEDERMANN makes use of in conduct of business for THE STATE; Reimbursement will be made after presentation of an invoice with appropriate receipts and vouchers.

It is understood that MR. BIEDERMANN may be employed by other persons, companies or organizations for purposes involving trade and investment in Mexico; However, MR. BIEDERMANN agrees to promote THE STATE to the exclusion of any other state of Mexico for the period of this agreement.

It is understood that MR. BIEDERMANN, upon initiation of this agreement, will complete any foreign agent registration required by the U.S. government in his representation of a foreign government.

This is considered a valid, existing contract subject to the laws of the State of Illinois.


Government of the State of Yucatan
Secretary of Commerce and
Industrial Development
Fernando Prince Garcia


Mr. Ralph A. Biedermann 9/14/91

MARKETING AGREEMENT EXTENSION

This document constitutes an OFFICIAL EXTENSION to the MARKETING AGREEMENT signed between Mr. Fernando Ponce - Garcia, Secretary of Economic Development for the State of Yucatan and Mr. Ralph A. Biedermann, for an additional six months.

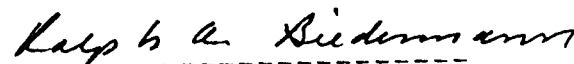
As it was agreed between both parties during a meeting in the city of New Orleans on October 31st, 1991, the existing MARKETING AGREEMENT which covers the period -- from September 15, 1991 through March 31, 1992, is now extended to cover the period from April, 1st, 1992 ---- through September 30th, 1992.

The terms and conditions of the rest of the contract remain the same under this extension.

Merida, Yucatan, January 27, 1992.



Mr. Fernando Ponce Garcia
Secretary of Commerce and
Industrial Development
Government of the State of Yucatan



Mr. Ralph A. Biedermann