

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 Ruder Finn, 301 East 57th Street, New York, NY 10022	2. Registration No. 05120
3. Name of foreign principal Fomento Economico Mexicano SA de CV	4. Principal address of foreign principal Gral Anaya 601 Pte Col Bella Vista Monterrey NL Mexico C P 64410

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 \_\_\_\_\_

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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

Integrated beverage company

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

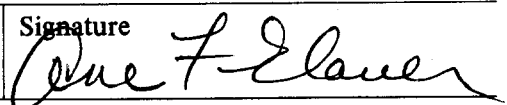
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9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

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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.

Private corporation owned by shareholders

<b>Date of Exhibit A</b> February 20, 1997	<b>Name and Title</b> Anne F. Glauber, SVP	<b>Signature</b> 
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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 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
Ruder Finn	Fomento Economico Mexicano SA de CV

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.

Conducting a communications audit  
Assisting with their annual report

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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.

Conducting a communications audit  
Assisting with their annual report

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.

Date of Exhibit B	Name and Title	Signature
February 20, 1997	Anne Glauber, SVP	

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

*file FEMSA*



**RUDER • FINN  
STOGA**

January 1, 1997

Ms. Laura Solano  
Director of Communications  
FEMSA  
General Araya #601 Pte.  
Col. Bella Vista  
Monterrey, Nueva Leon  
64410 Mexico

Dear Laura:

This letter confirms the agreement (the "Agreement") between Ruder-Finn-Stoga, L.L.C. ("R-F-S") and Fomento Económico Mexicano, S.A. de C.V. ("FEMSA") as follows:

1. FEMSA hereby engages R-F-S to provide communications counsel and services to FEMSA and its designees, which may include FEMSA, subsidiaries, agents and employees. The specific work program of this engagement is to provide an in-depth analysis of FEMSA's perception and reputation among its key audiences. This will include interviews with representatives of key Mexican and international constituencies, a review of past press coverage of FEMSA, and analysis of the results.
2. As compensation for the services to be provided by R-F-S, FEMSA agrees to pay a retainer (the "Retainer") of \$50,000. \$25,000 is payable at the time of signature of this letter agreement; the balance is due on February 1, 1997. All payments due R-F-S shall be made in U.S. dollars, and made against receipt of invoice.
3. FEMSA shall pay or reimburse to R-F-S all reasonable out-of-pocket expenses ("Expenses") incurred during the Term of this Agreement by R-F-S in conjunction with the services provided hereunder. Expenses shall be billed on the last day of each month.
4. The Term of this Agreement shall commence on December 1, 1996 and shall end on February 15, 1997, or upon the earlier delivery of the perception audit.
5. R-F-S shall be deemed to be and shall be an independent contractor and as such, shall not be entitled to any benefits applicable to the employees of FEMSA. This Agreement does not create any actual or apparent agency, partnership, joint-venture or relation of employee and employer between R-F-S and FEMSA.

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FEMSA

Ms. Laura Solano

January 1, 1997

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6. R-F-S does not have authority or power to commit or contract on behalf of FEMSA in any manner without FEMSA's prior written consent.
7. Neither R-F-S nor any of its members, officers, controlling persons, employees, agents or affiliates or any members or alternative members of its management committee shall have any liability to FEMSA with respect to, or arising out of, any of the services provided by R-F-S hereunder, other than as a result of the willful misconduct or gross negligence of R-F-S. Provided that R-F-S has acted in accordance with FEMSA's prior approvals and/or instructions FEMSA hereby agrees to indemnify and hold harmless R-F-S and all of its members, officers, controlling persons, employees, agents and affiliates and any members or alternative members of its management committee (each an "Indemnified Party") against any and all losses, claims, damages, liabilities and expenses, which any Indemnified Party may incur or become subject to arising out of, or based upon any claim made by a third party as a result of FEMSA's uses of the results of the services rendered pursuant to this Agreement other than by gross negligence or willful misconduct by R-F-S. R-F-S agrees to furnish prompt written notice to FEMSA of any claim, suit or proceeding which might entitle an Indemnified Party to indemnification hereunder, provided that the failure of R-F-S to provide such notice shall not affect the rights of any Indemnified Party hereunder unless such failure resulted in the impossibility by FEMSA to defend such claim. In the case of occurrence of any such claim, suit or proceeding FEMSA will assume the defense through counsel of its own choosing as well as the fees and disbursements of such counsel. Whenever requested by FEMSA or by FEMSA's counsel R-F-S and/or any of the Indemnified Parties shall be ready to provide, in relation to any claim, suit or proceeding under defense, full and complete cooperation, support and assistance as required by FEMSA and/or its counsel.
8. R-F-S hereby agrees to maintain the confidential nature of FEMSA's Confidential Information (as defined below) to the same extent that it maintains the confidential nature of its own confidential information and to cause its employees, officers and directors to maintain the confidential nature of FEMSA's Confidential Information to the same such extent. R-F-S also agrees to use FEMSA's Confidential Information only for the purpose of rendering services to FEMSA pursuant to this Agreement. Upon learning of any unauthorized disclosure or use of FEMSA's Confidential Information, R-F-S agrees promptly to take all steps reasonably necessary to limit any such disclosure or use, although such action shall not prevent R-F-S to be held liable to FEMSA for any damage or loss caused to FEMSA as a result of such unauthorized

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Ms. Laura Solano  
January 1, 1997  
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disclosure. R-F-S shall promptly return all materials containing FEMSA's Confidential Information upon request of FEMSA.

For purposes of this Agreement, the term "Confidential Information" means any and all tangible and intangible information that the Client discloses to R-F-S as well as the results of the perception audit. Confidential Information disclosed in electronic media must display a confidentiality notice when the information is printed or displayed or must be delivered to the receiving party under cover of a letter or other writing explicitly stating that such information is confidential for purposes of this Agreement. Notwithstanding the foregoing, Confidential Information does not include information that (i) is public and widely known on a non-confidential basis (without disclosure by R-F-S), or (ii) is lawfully obtained by R-F-S without restriction on disclosure. If R-F-S is legally required to disclose any Confidential Information, it may do so without liability if it endeavors first to notify FEMSA so that FEMSA may seek a protective order.

9. The provisions of paragraphs 7,8 and this paragraph 10, shall survive the termination of this Agreement.

10. All notices hereunder shall be delivered as follows:

(a) if to R-F-S, to:  
Ruder-Finn-Stoga, LLC  
461 Fifth Avenue  
New York, New York 10017  
Attention: Alan J. Stoga

(b) if to FEMSA, to:  
FEMSA  
General Anaya #601 Pto.  
Col. Bella Vista  
Monterrey, N.L.  
64410 Mexico  
Attention: Laura Solano

Ms. Laura Solano  
January 1, 1997  
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- 11. Neither R-F-S nor FEMSA shall assign this Agreement or any part thereof without the other party's prior written consent, and any assignment without such consent shall be deemed null and void.
- 12. This Agreement shall be governed by, and construed in accordance with, the laws of the state of New York. The parties agree that any legal proceeding relating to this Agreement must be instituted in the State or Federal Court in the City of New York, State of New York.

If the foregoing correctly sets forth the agreement between FEMSA and R-F-S, please sign below and return one copy of this document to me.

RUDER-FINN-STOGA, L.L.C.

BY: Alan J. Stoga  
Alan J. Stoga  
President

AGREED AND ACCEPTED:

Fomento Económico Mexicano, S.A. de C.V.

BY: L. Solano Jr.

DATE: Jan. 20, 1997