

REVISED

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. One original and two legible photocopies of this form shall be filed 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, copy of informational materials 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 of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Shaw Pittman	2. Registration No. 5198
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3. Name of Foreign Principal
Secretaria de Comercio y Fomento Industrial ("Secofi")
(Secretariat of Commerce and Industrial Development)

Check Appropriate Boxes:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. 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 expenses, if any, to be received.

Please see Attachment modifying the agreement between the registrant and the foreign principal for the period September 1, 1999 to December 31, 1999. We do not have a signed copy of this modification to the contract, but we have received payments pursuant to its terms.

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

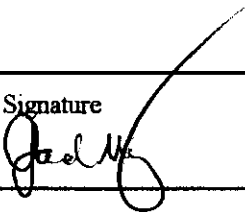
See Attachment

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

See Attachment

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No See Attachment

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 September 1, 1999	Name and Title Jack McKay - Partner	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any 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 interests, policies, or relations of a government of a foreign country or a foreign political party.

UNOFFICIAL TRANSLATION

AGREEMENT MODIFYING THE CONTRACT FOR PROFESSIONAL SERVICES, NUMBER 71/99, BETWEEN THE FEDERAL EXECUTIVE BRANCH ACTING THROUGH THE SECRETARIAT OF COMMERCE AND INDUSTRIAL DEVELOPMENT, REPRESENTED BY C. LIC. JESÚS FLORES AYALA AND SHAW PITTMAN, REPRESENTED BY MR. STEPHAN E. BECKER, HEREAFTER REFERRED TO AS "THE SECRETARIAT" AND "THE CONSULTANT", RESPECTIVELY, WITH THE FOLLOWING MEANING:

S T A T E M E N T S

I.- THE PARTIES STATE:

A. THAT ON JANUARY 1, 1999, THE PARTIES MADE AN AGREEMENT FOR SERVICES REGISTERED IN THE PRINCIPAL OFFICE OF LEGAL AFFAIRS OF "THE SECRETARIAT" WITH THE NUMBER 71/99.

B. THAT THE CONTRACT STIPULATED AS A TOTAL COST FOR SERVICES TO "THE CONSULTANT" THE AMOUNT OF \$1,100,000.00 (ONE MILLION ONE HUNDRED THOUSAND DOLLARS AND 00/100).

C. THAT IN THAT AGREEMENT, "THE CONSULTANT" BOUND ITSELF TO PROVIDE ITS SERVICES IN CONFORMITY WITH WHAT WAS STIPULATED IN THE AGREEMENT NUMBER 71/99.

D. THAT THE AGREEMENT NUMBER 71/99, IS REGULATED BY THE PURCHASING AND PUBLIC WORKS LAW, WHICH PROVIDES AT ARTICLE 53, THAT AGREEMENTS MAY BE MODIFIED, BY MEANS OF AGREEMENTS, AS LONG AS THEY DO NOT EXCEED FIFTEEN PERCENT OF THE PAYMENTS AND VOLUME ORIGINALLY ESTABLISHED IN THE SAME.

E. THAT BY MEANS OF RESOLUTION NUMBER DGCJN.511.03.200.99, OF AUGUST 23, 1999, THE UNDERSECRETARIAT OF INTERNATIONAL COMMERCIAL NEGOTIATIONS OF "THE SECRETARIAT", DETERMINED THE NECESSITY OF CONTRACTING FOR THE SERVICES, FOR THE REASONS EXPLAINED IN SAID DOCUMENT. THE JUDGEMENT CITED IS INCORPORATED TO THE PRESENT AGREEMENT AS PART OF IT.

F. THAT "THE SECRETARIAT" HAS THE RESOURCES NECESSARY TO PAY FOR THE DISTRIBUTIONS THAT ORIGINATE IN THE PRESENT AGREEMENT.

BY VIRTUE OF THAT SET FORTH, THE PARTIES AGREE TO ENTER INTO THIS AGREEMENT TO MODIFY THE ORIGINAL AMOUNT STIPULATED IN THE CONTRACT NUMBER 71/99, WITH THE FOLLOWING MEANING:

C L A U S E S

FIRST.- THE OBJECTIVE OF THE PRESENT AGREEMENT IS THE LENDING OF THE EXTRAORDINARY SERVICES REFERENCED IN ANNEX "A", BY "THE CONSULTANT", IN ACCORDANCE WITH THE CHARACTERISTICS AND SPECIFICATIONS DETERMINED IN THE SAME. THE AFOREMENTIONED ANNEX IS AN INTEGRAL PART OF THIS AGREEMENT FOR ALL LEGAL EFFECTS.

SECOND.- BY REASON OF THAT STIPULATED IN THE PRIOR CLAUSE, "THE SECRETARIAT" WILL PAY "THE CONSULTANT" AS A FEE FOR THE REQUIRED EXTRAORDINARY SERVICES FOR 1999, THE ADDITIONAL MAXIMUM QUANTITY OF \$165,000.00 (ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS AND 00/100) OR ITS EQUIVALENT IN NATIONAL CURRENCY, WHICH WILL BE PAID IN CONFORMITY WITH THE SCHEDULE ESTABLISHED IN THE ANNEX "B" IN A MANNER INDEPENDENT OF THE ANNEX "B" OF THE CONTRACT 71/99.

THIRD.- FOR VERIFICATION OF THE SERVICES AND EXPENSES RESULTING FROM THE EXECUTION OF THIS AGREEMENT, THESE SHALL BE INCORPORATED INTO THE MONTHLY REPORT THAT THE CONSULTANT SENDS TO SECOFI.

FOURTH.- THE TERM OF THE PRESENT AGREEMENT SHALL BE FROM SEPTEMBER 1 TO DECEMBER 31, 1999.

FIFTH.- WITH THE EXCEPTION OF THE MODIFICATIONS THAT HAVE BEEN AGREED UPON BEFORE AND FOR APPLICABLE LEGAL AND ADMINISTRATIVE EFFECTS, THE PARTIES CONSENT TO APPLY TO THE PRESENT INSTRUMENT, IN ITS RELEVANCE, ANY AND ALL OF THE CLAUSES CONTAINED IN THE CONTRACT NUMBER 71/99

THE PARTIES HAVE READ THE PRESENT AGREEMENT TO WHICH THEY ARE PART AND WELL UNDERSTOOD OF THE CONSEQUENCES, VALUE AND LEGAL SCOPE OF ANY AND ALL OF THE STIPULATIONS CONTAINED IN THEM. THEY CONTAIN RATIFY AND SIGN IT IN MEXICO CITY, FEDERAL DISTRICT, SEPTEMBER 1, 1999.

FOR "THE SECRETARIAT"
THE SENIOR OFFICIAL

FOR "THE CONSULTANT"

C. LIC. JESÚS FLORES AYALA.

MR. STEPHAN E. BECKER

PARTY RESPONSIBLE FOR THE PROJECT

HUGO PEREZCANO DIAZ.
GENERAL DIRECTOR OF
LEGAL ANALYSIS

ANNEX "A"

THE SERVICES THAT WILL BE PROVIDED TO "THE SECRETARIAT" DURING THE TERM OF THIS CONTRACT ARE THE FOLLOWING:

1. MONITOR AND ANALYZE U.S. TRADE LEGISLATION WITH RESPECT TO THE NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA), AND ALSO THE RESPECTIVE ENVIRONMENTAL AND LABOR SIDE AGREEMENTS.
2. LEGAL ADVICE WITH RESPECT TO OPERATING STRATEGY, INCLUDING ASSISTANCE AND SUPPORT TO THE OFFICIALS OF SECOFI, IN THEIR CONTACTS WITH OFFICIALS OF THE UNITED STATES GOVERNMENT.
3. DEVELOP A BASE OF INTERNAL KNOWLEDGE OF THE PUBLIC ADMINISTRATION, SUCH AS WITH RESPECT TO U.S. LEGISLATIVE MEASURES THAT CAN HAVE AN IMPACT ON THE COMMERCIAL POLICY OF MEXICO.
4. MONITOR AND INFORM CONCERNING U.S. LAWS AND REGULATIONS THAT CAN HAVE AN IMPACT WITH RESPECT TO THE APPLICATION OF THE NAFTA OR ON BILATERAL RELATIONS WITH MEXICO.
5. MONITOR AND INFORM CONCERNING U.S. COMMERCIAL POLICY ACTIONS, IN BILATERAL OR MULTILATERAL FORUMS THAT CAN HAVE AN IMPACT ON THE APPLICATION OF THE NAFTA.
6. ANALYZE NEGOTIATION TOPICS AND COLLABORATE ON DEVISING RESPECTIVE STRATEGIES.
7. REPRESENT "THE SECRETARIAT" IN THE LEGAL PROCEEDINGS THAT ARE INITIATED AGAINST U.S. JUDICIAL AND ADMINISTRATIVE AUTHORITIES, WHEN SO REQUESTED.
8. ADVISE ON THE NEGOTIATION OF A NEW COMMERCIAL AGREEMENT WITH THE EUROPEAN UNION, PARTICULARLY WITH REGARD TO THE EXISTING OBLIGATIONS UNDER THE NAFTA.
9. ADVISE AND ASSIST "THE SECRETARIAT" ON GOVERNMENT RELATIONS WITH THE UNITED STATES.

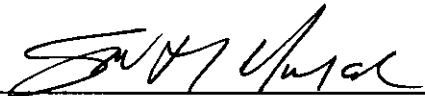
ANNEX "B"

MONTH	AMOUNT
SEPTEMBER	\$ 20,625.00 US DLS
OCTOBER	\$ 48,125.00 US DLS
NOVEMBER	\$ 48,125.00 US DLS
DECEMBER	\$ 48,125.00 US DLS

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CERTIFICATION

The undersigned, Sanjay Mullick, hereby certifies that the attached document titled "AGREEMENT MODIFYING THE CONTRACT FOR PROFESSIONAL SERVICES, NUMBER 71/99, BETWEEN THE FEDERAL EXECUTIVE BRANCH ACTING THROUGH THE SECRETARIAT OF COMMERCE AND INDUSTRIAL DEVELOPMENT, REPRESENTED BY C. LIC. JESÚS FLORES AYALA AND SHAW PITTMAN, REPRESENTED BY MR. STEPHAN E. BECKER..." is a true and accurate translation of the attached document titled "CONVENIO MODIFICATORIO AL CONTRATO DE PRESTACIÓN DE SERVICIOS PROFESIONALES, NUMERO 71/99, QUE CELEBRAN POR UNA PARTE EL EJECUTIVO FEDERAL POR CONDUCTO DE LA SECRETARIA DE COMEROIO Y FOMENTO INDUSTRIAL, REPRESENTADA POR EL LIC. JESÚS FLORES AYALA, Y POR LA OTRA PARTE SHAW, PITTMAN, POTTS & TROWBRIDGE, REPRESENTADO POR EL SR. STEPHAN E. BECKER..." which is an agreement modifying the contract between the Secretariat of Commerce and Industrial Development and Shaw Pittman.

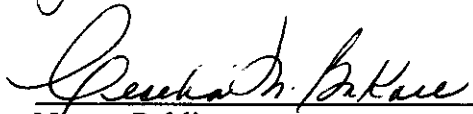


Sanjay J. Mullick

District of Columbia

The foregoing instrument was subscribed and sworn before me this 11th day of

January, 2000.



Notary Public

My Commission expires: 6/30/2001

CONVENIO MODIFICATORIO AL CONTRATO DE PRESTACIÓN DE SERVICIOS PROFESIONALES, NUMERO 71/99, QUE CELEBRAN POR UNA PARTE EL EJECUTIVO FEDERAL POR CONDUCTO DE LA SECRETARIA DE COMERCIO Y FOMENTO INDUSTRIAL, REPRESENTADA POR EL LIC. JESÚS FLORES AYALA, Y POR LA OTRA PARTE SHAW, PITTMAN, POTTS & TROWBRIDGE, REPRESENTADO POR EL SR. STEPHAN E. BECKER, A QUIENES EN LO SUCESIVO SE LES DENOMINARA "LA SECRETARIA" Y "EL CONSULTOR", RESPECTIVAMENTE, AL TENOR DE LAS SIGUIENTES:

DECLARACIONES

I.- LAS PARTES DECLARAN:

A. QUE CON FECHA 1º DE ENERO DE 1999, CELEBRARON UN CONTRATO DE ~~PRESTACIÓN DE SERVICIOS REGISTRADO EN LA DIRECCIÓN GENERAL DE~~

EN VIRTUD DE LO EXPUESTO, LAS PARTES ACUERDAN CELEBRAR EL PRESENTE CONVENIO PARA MODIFICAR EL MONTO ORIGINALMENTE PACTADO EN EL CONTRATO NUMERO 71/99, AL TENOR DE LAS SIGUIENTES:

CLAUSULAS

PRIMERA.- EL OBJETO DEL PRESENTE CONVENIO ES LA PRESTACIÓN DE LOS SERVICIOS EXTRAORDINARIOS A QUE SE REFIERE EL ANEXO "A", POR PARTE DE "EL CONSULTOR", CONFORME A LAS CARACTERÍSTICAS Y ESPECIFICACIONES DETERMINADAS EN EL MISMO. EL ANEXO SEÑALADO FORMA PARTE INTEGRANTE DE ESTE CONVENIO PARA TODOS LOS EFECTOS LEGALES.

SEGUNDA.- EN RAZÓN DE LO ESTIPULADO EN LA CLÁUSULA ANTERIOR, "LA SECRETARIA" PAGARÁ A "EL CONSULTOR" COMO IMPORTE POR LOS SERVICIOS EXTRAORDINARIOS REQUERIDOS PARA 1999, LA CANTIDAD ADICIONAL MÁXIMA DE \$165,000.00 (CIENTO SESENTA Y CINCO MIL DÓLARES ESTADOUNIDENSES 00/100) O SU EQUIVALENTE EN MONEDA NACIONAL, EL CUAL SERA PAGADO DE CONFORMIDAD CON EL CALENDARIO ESTABLECIDO EN EL ANEXO "B", DE MANERA INDEPENDIENTE AL CALENDARIO DE PAGOS ESTABLECIDO EN EL ANEXO "B" DEL CONTRATO 71/99.

TERCERA.- PARA LA COMPROBACION DE LOS SERVICIOS Y GASTOS DERIVADOS DE LA SUSCRIPCION DE ESTE CONVENIO, ESTOS SERAN INCORPORADOS AL REPORTE MENSUAL QUE ENVIA EL CONSULTOR A LA SECOFI.

CUARTA.- EL PRESENTE CONVENIO TENDRA UNA VIGENCIA DEL 1º. DE SEPTIEMBRE AL 31 DE DICIEMBRE DE 1999

QUINTA.- CON EXCEPCIÓN DE LAS MODIFICACIONES QUE HAN QUEDADO PRECISADAS CON ANTELACIÓN Y PARA LOS EFECTOS LEGALES Y ADMINISTRATIVOS A QUE HAYA LUGAR, LAS PARTES ESTÁN CONFORMES EN APLICAR AL PRESENTE INSTRUMENTO, EN LO CONDUCENTE, TODAS Y CADA UNA DE LAS CLÁUSULAS CONTENIDAS EN EL CONTRATO NUMERO 71/99

LEÍDO QUE FUE EL PRESENTE CONVENIO POR LAS PARTES QUE EN EL INTERVIENEN Y BIEN ENTERADAS DE LAS CONSECUENCIAS, VALOR Y ALCANCE LEGAL DE TODAS Y CADA UNA DE LAS ESTIPULACIONES QUE CONTIENE LO RATIFICAN Y FIRMAN EN LA CIUDAD DE MÉXICO, DISTRITO FEDERAL EL 1º DE SEPTIEMBRE DE 1999.

POR LA "SECRETARÍA"
EL OFICIAL MAYOR

POR "EL CONSULTOR"

C. LIC. JESÚS FLORES AYALA.

SR. STEPHAN E. BECKER

RESPONSABLE DEL PROYECTO

HUGO PEREZCANO DÍAZ.
DIRECTOR GENERAL DE
CONSULTORÍA JURÍDICA DE
NEGOCIACIONES.

ANEXO "A"

LOS SERVICIOS QUE SE PRESTARÁN A "LA SECRETARÍA" DURANTE LA VIGENCIA DEL PRESENTE CONVENIO SON LOS SIGUIENTES:

1. MONITOREAR Y ANALIZAR LA LEGISLACIÓN COMERCIAL ESTADOUNIDENSE EN RELACIÓN AL TRATADO DE LIBRE COMERCIO DE AMÉRICA DEL NORTE, ASÍ COMO EN EL CASO DE LOS ACUERDOS PARALELOS, EN MATERIA AMBIENTAL Y LABORAL.
2. CONSULTORÍA JURÍDICA EN LA OPERACIÓN DE LA ESTRATEGIA, INCLUYENDO ASESORÍA Y APOYO A LOS FUNCIONARIOS DE SECOFI, EN SUS CONTACTOS CON FUNCIONARIOS DE LA ADMINISTRACIÓN PÚBLICA ESTADOUNIDENSE.
3. REALIZAR UNA LABOR DE INTELIGENCIA DENTRO DE LA ADMINISTRACIÓN PÚBLICA ESTADOUNIDENSE, ASÍ COMO DE LAS MEDIDAS LEGISLATIVAS DE EE.UU., QUE PUEDAN TENER IMPACTO EN LA POLÍTICA COMERCIAL DE MÉXICO.
4. MONITOREAR E INFORMAR SOBRE LEYES Y REGLAMENTOS EN EE.UU., QUE PUEDAN TENER IMPACTO RESPECTO DE LA APLICACIÓN DEL TLC O A LA RELACIÓN BILATERAL CON MÉXICO.
5. MONITOREAR E INFORMAR SOBRE LAS ACCIONES DE POLÍTICA COMERCIAL DE EE.UU., EN FOROS BILATERALES O MULTILATERALES QUE PUEDAN TENER IMPACTO SOBRE LA APLICACIÓN DEL TLCAN.
6. ANALIZAR TEMAS ESPECÍFICOS DE NEGOCIACIÓN Y COLABORAR EN LA ELABORACIÓN DE LAS ESTRATEGIAS RESPECTIVAS.
7. REPRESENTAR A "LA SECRETARIA" EN LOS PROCEDIMIENTOS LEGALES QUE SE INTERPONGAN EN CONTRA DE LAS AUTORIDADES JUDICIALES Y ADMINISTRATIVAS DE EE.UU., CUANDO ASÍ LO SOLICITE ÉSTA.
8. ASESORAR EN LAS NEGOCIACIONES DE UN NUEVO ACUERDO COMERCIAL CON LA UNIÓN EUROPEA, PRINCIPALMENTE EN RELACIÓN CON LAS OBLIGACIONES EXISTENTES BAJO EL TRATADO DE LIBRE COMERCIO DE AMÉRICA DEL NORTE.
9. ASESORAR Y ASISTIR A "LA SECRETARIA" EN GESTIONES ANTE EL GOBIERNO DE EE.UU.

ANEXO "B"

MES	MONTO
SEPTIEMBRE	\$ 20,625.00 US DLS
OCTUBRE	\$ 48,125.00 US DLS
NOBIEMBRE	\$ 48,125.00 US DLS
DICIEMBRE	\$ 48,125.00 US DLS