

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to 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. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. 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 in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 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, FARA Unit, Counterintelligence and Export Control Section, National Security 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 Pillsbury Winthrop Shaw Pittman, LLP	2. Registration Number 5198
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3. Name of Foreign Principal
Secretaria de Economia

Check Appropriate Box:

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.
7. What is the date of the contract or agreement with the foreign principal? 06/13/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Legal representation in international disputes and U.S. judicial and administrative proceedings; preparation of legal advice on international trade matters.

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

Legal representation in international disputes and U.S. judicial and administrative proceedings; preparation of legal advice on international trade matters.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

May advise on trade policy issues.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

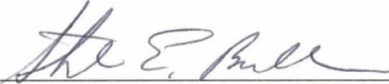
EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
07/01/2024	Stephan E. Becker	<input data-bbox="889 457 954 485" type="text" value="Sign"/> /s/Stephan E. Becker
_____	_____	<input data-bbox="889 541 954 583" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 954 667" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 709 954 751" type="text" value="Sign"/> _____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
7/1/2024	Stephan E. Becker	
_____	_____	_____
_____	_____	_____
_____	_____	_____

UNOFFICIAL TRANSLATION

Unofficial Translation**FIRST AMENDING AGREEMENT TO THE
CONTRACT NUMBER [REDACTED]**

FIRST AMENDING AGREEMENT TO THE OPEN CONTRACT NUMBER [REDACTED] FOR THE CONTRACTING OF LEGAL ADVISORY SERVICES IN FOREIGN TRADE MATTERS IN THE U.S. CORRESPONDING TO FISCAL YEAR 2024, ENTERED INTO, ON THE ONE HAND, BY THE FEDERAL EXECUTIVE THROUGH THE MINISTRY OF ECONOMY, REPRESENTED BY MR. RODRIGO SEPÚLVEDA JÁUREGUI, IN HIS CAPACITY AS DIRECTOR GENERAL OF MATERIAL RESOURCES AND ARCHIVES, HEREINAFTER "**THE SECRETARIAT**" AND, ON THE OTHER HAND, PILLSBURY WINTHROP SHAW PITTMAN LLP, HEREINAFTER "**THE SUPPLIER**," REPRESENTED BY MR. STEPHAN ERNEST BECKER, IN HIS CAPACITY AS LEGAL REPRESENTATIVE, WHO TOGETHER SHALL BE REFERRED TO AS "**THE PARTIES**", IN ACCORDANCE WITH THE FOLLOWING BACKGROUND, DECLARATIONS AND CLAUSES:

BACKGROUND

That on January 4, 2024, "**THE PARTIES**" entered into open contract number [REDACTED], the purpose of which is the **contracting of legal advisory services in matters of Foreign Trade in the United States, corresponding to the fiscal year 2024**, hereinafter referred to as "**THE CONTRACT**".

That "**THE CONTRACT**" was approved and registered in the Legal Support Unit of "**THE SECRETARIAT**", under number 2/2024 on January 18, 2024.

That by means of Official Letter No. DGCJC.511.78.427.2024, dated June 5, 2024, signed by the C. Geovanni Hernández Salvador, in his capacity as Director of Agri-Food and Fisheries Goods of the General Directorate of Legal Consulting of International Trade, administrator of "**THE CONTRACT**", "**THE SUPPLIER**" was requested to consent to the increase of the amount of "**THE CONTRACT**".

That in a letter dated June 6, 2024, "**THE SUPPLIER**", expressed its consent for the increase of the amount of "**THE CONTRACT**".

That by Official Letter No. DGCJCI.511.78.430.2024, and Justification of Amending Agreement, both dated June 6, 2024, signed by Mr. Geovanni Hernández Salvador, in his capacity as Director of Agri-Food and Fisheries Goods of the General Directorate of Legal Consulting for International Trade, administrator of "**THE CONTRACT**", requested the General Directorate of Material Resources and Archives to prepare this First Amending Agreement, with the aim of increasing the amount of "**THE CONTRACT**", a request that was turned over to the Directorate of Contracts of the same General Directorate.

DECLARATIONS

I. "**THE SECRETARIAT**" declares that:

I.1 It is a dependency of the Federal Executive Branch in accordance with Articles 2, section I and 26 of the Organic Law of the Federal Public Administration, whose competence and attributions are indicated in Article 34 of the same law.

**FIRST AMENDING AGREEMENT TO THE
CONTRACT NUMBER [REDACTED]**

- I.2 That in accordance with the provisions of Articles 12, section VII and 59, sections III and X of its Internal Regulations, published in the Official Gazette of the Federation on October 17, 2019 and amended in the same information source on April 12, 2021, as well as numeral 4, of Chapter VII of Title Four of its Policies, Bases and Guidelines on Procurement Matters, Leases and Services hereinafter "**POBALINES**", Mr. Rodrigo Sepúlveda Jáuregui, in his capacity as Director General of Material Resources and Archives, with R.F.C. [REDACTED] is the public servant who has been conferred the legal powers to enter into this First Amending Agreement.
- I.3 In accordance with Articles 2, Subsection A, Section II, Numeral 31 and 11 of its Internal Regulations and numerals 4 of Chapter VII and 1 of Chapter VIII of Title Four of its "**POBALINES**", this contract is signed by Mr. Geovanni Hernández Salvador, in his capacity as Director of Agri-Food and Fisheries Goods of the General Directorate of Legal Consultancy of International Trade, with R.F.C. [REDACTED] will be the one empowered to administer the fulfillment of the obligations that derive from the object of "**THE CONTRACT**" and those modified by this First Amending Agreement, who may be replaced at any time in his position or functions, a written communication signed by the public servant authorized to do so being sufficient for such purposes addressed to "**THE SUPPLIER**" for the purposes of "**THE CONTRACT**" and this First Amending Agreement in charge of the fulfillment of the obligations contracted in this legal instrument.
- I.4 In accordance with Article 11 of its Internal Regulations, numeral 4 of Chapter VII, Title Four of its "**POBALINES**", Mr. Ray Manuel Hernández Sánchez, in his capacity as Director of Contracts of the General Directorate of Material Resources and Archives, with R.F.C. [REDACTED] is responsible for the preparation of this First Amending Agreement.
- I.5 The formalization of this First Amending Agreement is carried out based on Article 52 of the Law on Acquisitions, Leases and Services of the Public Sector, hereinafter "**LAASSP**", Article 91 of its Regulations hereafter "**RLAASSP**", as well as in Title Four, Chapter VII, numeral 2 of its "**POBALINES**", "**THE PARTIES**" agree to sign this First Amending Agreement, specifying that there is no conflict of interest and that the original conditions of the contract will be respected by not granting undue or more advantageous benefit to "**THE PROVIDER**".
- I.6 "**THE SECRETARIAT**" has sufficient resources and is authorized to exercise them in the fulfillment of its obligations derived from "**THE CONTRACT**" and this First Amending Agreement, as can be seen from the general budget sufficiency report number 00006 under budget item number 33102, with application folio 882, dated June 5, 2024, issued by the General Directorate of Programming, Organization and Budget, now General Directorate of Programming, Budget and Accounting, in accordance with TRANSITORY FIFTH, subsection J, of the Internal Regulations of the Ministry of Economy, published on October 17, 2019.
- I.7 For tax purposes, the Tax Authorities have assigned it the Federal Taxpayer Registry No. [REDACTED]
- I.8 It has established its domicile at Calle Pachuca number 189, Colonia Condesa, Demarcación Territorial Cuauhtémoc, C.P. 06140, Mexico City, which indicates for the purposes and legal effects of this First Amending Agreement.

II. "**THE PROVIDER**" declares that:

- II.1 The personality and powers with which his representative was held in "**THE CONTRACT**" have not been modified, so that Mr. Stephan Ernest Becker, in his capacity as legal

**FIRST AMENDING AGREEMENT TO THE
CONTRACT NUMBER [REDACTED]**

representative, has sufficient powers to sign this First Amending Agreement and bind his client as evidenced by an affidavit by Marques O. Peterson, dated December 11, 2023, passed before the Notary Public of the District of Columbia, United States, [REDACTED], [REDACTED], duly apostilled, dated December 12, 2023, with number [REDACTED], signed by Kimberly A. Barsett, Secretary of the District of Columbia, which under oath of telling the truth, states that they have not been limited or revoked in any way.

II.2 Based on the provisions of Article 35 of the Federal Law of Administrative Procedure, of supplementary application to the "LAASSP" in accordance with the provisions of Article 11, it indicates as an electronic means of receiving notifications the electronic mail stephan.becker@pillsburylaw.com likewise, indicates as its address for legal purposes the one located at 1200 17th Street, NW, Washington, DC, 20036-3006.

III. From "THE PARTIES":

III.1 That it is their will to accept the clauses agreed in "THE CONTRACT" that have not been modified by this First Amending Agreement and they state that it is their will to continue to be bound by them, unless this instrument provides for their modification by a different obligation, for which the necessary powers and capacities are widely recognized, which have not been revoked or limited in any way. Therefore, by common agreement, this agreement of wills is governed by the following:

CLAUSES

FIRST.

"THE PARTIES" agree to the modification of clause **TWO. CONTRACT AMOUNT** , to be in the following terms:

"SECOND. CONTRACT AMOUNT

"THE SECRETARIAT" agrees with "THE PROVIDER" as consideration for the services subject to this contract, the minimum amount in the amount of USD \$1,320,000.00 (ONE MILLION THREE HUNDRED AND TWENTY THOUSAND AMERICAN DOLLARS), and a maximum amount of USD \$2,200,000.00 (TWO MILLION TWO HUNDRED THOUSAND AMERICAN DOLLARS), of in accordance with the Proposal submitted by "THE SUPPLIER".

..."

**FIRST AMENDING AGREEMENT TO THE
CONTRACT NUMBER [REDACTED]**

SECOND.

"**THE SUPPLIER**" must modify the performance guarantee for the modification of the increase in amount, for which it will submit to "**THE SECRETARIAT**" the endorsement of the corresponding guarantee in favor of the TREASURY OF THE FEDERATION, for an amount equivalent to 10.0% (TEN PERCENT) of the total amount increased, not including VAT.

If the guarantee is not presented within 10 (ten) calendar days following the signing of this First Amending Agreement, "**THE SECRETARIAT**" may declare "**THE CONTRACT**" administratively terminated.

The endorsement of the guarantee must indicate the following requirements:

1. To be issued in favor of the TREASURY OF THE FEDERATION and to indicate its domicile;
2. The indication of the total amount increased with number and letter;
3. The reference that the bond is granted in accordance with all the stipulations contained in this First Amending Agreement, as well as the contribution and the requirement associated with it;
4. The information corresponding to the contract number, its date of signature, the specification of the guaranteed obligations, as well as the data of this First Amending Agreement.
5. The indication of the name of "**THE PROVIDER**" and of the bonding institution, as well as their corresponding addresses;
6. The condition that the validity of the bond must remain open to allow it to meet its objective, and will continue to be in force during the substantiation of all legal appeals or lawsuits that are filed until a final resolution is issued by the competent authority, in such a way that no term may be established or stipulated that limits its validity, which should not be confused with the term for the fulfillment of the obligations provided for in the contract and in this First Amending Agreement and guaranteed administrative acts;
7. The indication that the bond will be made effective in accordance with the procedure provided for in Article 282 of the Law on Insurance and Bonding Institutions, which will also be applicable for the collection of interest that may be generated under the terms provided for in Article 283 of the same law;
8. The indication that the cancellation of the bond policy will proceed once "**THE SECRETARIAT**" grants the document indicating the extinction of rights and obligations, after granting the corresponding settlement, or in case there are balances in charge of "**THE PROVIDER**", the due settlement;
9. For the purposes of the guarantee indicated in this clause, the severability of the same must be considered, so in case of breach of "**THE CONTRACT**" it will be effective for the total amount of the performance guarantee;

**FIRST AMENDING AGREEMENT TO THE
CONTRACT NUMBER [REDACTED]**

10. In order to accredit the surety institution of the breach of the guaranteed obligation, it will have to comply with the requirements established in the Agreement amending the General Provisions on treasury functions", published in the Official Gazette of the Federation on February 15, 2023; and

11. The time of commencement of the bond and its validity.

Considering the above requirements, the following declarations must be expressly included within the endorsement of the guarantee:

1. "This guarantee will be in force during the substantiation of all legal appeals or lawsuits that are filed until a final resolution is pronounced by the competent authority, in such a way that its validity may not be limited due to the term of execution of the contract.

2. "The bonding institution expressly agrees to submit to the enforcement procedure established in Article 282 of the Law on Insurance and Bonding Institutions, for the effectiveness of this guarantee, a procedure to which it will also be subject in the case of the collection of interest provided for in Article 283 of the same legal system, for late payment of the amount of the required bond policy.";

3. "The cancellation of the bond shall not proceed except by virtue of a prior express and written statement by **"THE SECRETARIAT"**; and;

4. "The surety company expressly agrees to have the First Amending Agreement to which this policy refers guaranteed, even in the event that an extension or waiting is granted to the principal debtor or surety by **"THE SECRETARIAT"** for the full fulfillment of the obligations to be guaranteed, for which reason the surety expressly waives the right granted to it by Article 179 of the Law on Insurance and Bonding Institutions."

THIRD.

"THE PARTIES" agree that except as modified in this First Amending Agreement, the terms and conditions contained in **"THE CONTRACT"** subsist in the terms set forth therein.

SIGNATORIES OR SUBSCRIPTION.

For the foregoing, both **"THE SECRETARIAT"** and **"THE PROVIDER"**, declare to be in agreement and aware of the consequences, value and legal scope of each and every one of the stipulations contained in this legal instrument, so they ratify and sign it in Mexico City on the 13th day of the month of June 2024, and electronically with an electronic signature.

**BY:
"THE SECRETARIAT"**

NAME	CHARGE	R.F.C
RODRIGO SEPÚLVEDA JÁUREGUI	GENERAL DIRECTOR OF MATERIAL RESOURCES AND ARCHIVE	[REDACTED]

**FIRST AMENDING AGREEMENT TO THE
CONTRACT NUMBER DGRMA-DGCJCI-
CONT-03-2024**

GEOVANNI HERNÁNDEZ SALVADOR	DIRECTOR OF AGRI-FOOD AND FISHERIES GOODS OF THE GENERAL DIRECTORATE OF INTERNATIONAL TRADE LEGAL CONSULTANCY	[REDACTED]
RAY MANUEL HERNÁNDEZ SÁNCHEZ	DIRECTOR OF CONTRACTS OF THE GENERAL DIRECTORATE OF MATERIAL RESOURCES AND ARCHIVE	[REDACTED]

**BY:
"THE PROVIDER"**

NAME	R.F.C
PILLSBURY WINTHROP SHAW PITTMAN LLP	[REDACTED]

SECRETARÍA DE ECONOMÍA



Contract: [REDACTED]

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Firmante: PILLSBURY WINTHROP SHAW PITTMAN LLP

Serial Number: 01fb

RFC: [REDACTED]

Signature Date: 17/06/2024 13:00

Certificate:

-----BEGIN ENCRYPTED PRIVATE KEY----- MIIJrTBXBgkqhkiG9w0BBQ0wSjApBgkqhkiG9w0BBQ0wHQAQImG1KQV73f5QCAGgA MhwGCCqGSIb3DQIJBQAwHQYJYIZIAWUDBAEqBBCA5UCYwJOKkKzMWahq
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ORIGINAL DOCUMENT

**PRIMER CONVENIO MODIFICATORIO AL
CONTRATO NÚMERO [REDACTED]**

PRIMER CONVENIO MODIFICATORIO AL CONTRATO ABIERTO NÚMERO [REDACTED] PARA LA CONTRATACIÓN DE SERVICIOS DE ASESORIA LEGAL EN MATERIA DE COMERCIO EXTERIOR EN EE.UU CORRESPONDIENTE AL EJERCICIO FISCAL 2024, QUE CELEBRAN, POR UNA PARTE, EL EJECUTIVO FEDERAL POR CONDUCTO DE LA SECRETARÍA DE ECONOMÍA, REPRESENTADA POR EL C. RODRIGO SEPÚLVEDA JÁUREGUI, EN SU CARÁCTER DE DIRECTOR GENERAL DE RECURSOS MATERIALES Y ARCHIVO, EN ADELANTE "**LA SECRETARÍA**" Y, POR LA OTRA PILLSBURY WINTHROP SHAW PITTMAN LLP, EN LO SUCESIVO "**EL PROVEEDOR**" REPRESENTADA POR EL SR.STEPHAN ERNEST BECKER, EN SU CARÁCTER DE APODERADO LEGAL, A QUIENES DE MANERA CONJUNTA SE LES DENOMINARÁ "**LAS PARTES**", AL TENOR DE LOS ANTECEDENTES, DECLARACIONES Y CLÁUSULAS SIGUIENTES:

ANTECEDENTES

Que con fecha 04 de enero de 2024 "**LAS PARTES**" celebraron el contrato abierto número [REDACTED], cuyo objeto es la **Contratación de servicios de asesoría legal en materia de Comercio Exterior en EE.UU** correspondiente al ejercicio fiscal 2024, al que en lo sucesivo se denominará como "**EL CONTRATO**".

Que "**EL CONTRATO**" quedó dictaminado y registrado en la Unidad de Apoyo Jurídico de "**LA SECRETARÍA**", bajo el número 2/2024 en fecha de 18 de enero de 2024.

Que mediante Oficio No. DGCJC.511.78.427.2024, de fecha 05 de junio de 2024, suscrito por el C. Geovanni Hernández Salvador, en su carácter de Director de Bienes Agroalimentarios y Pesqueros de la Dirección General de Consultoría Jurídica de Comercio Internacional, administrador de "**EL CONTRATO**", se solicitó a "**EL PROVEEDOR**", su anuencia para la ampliación de monto de "**EL CONTRATO**"

Que por escrito de fecha 06 de junio de 2024, "**EL PROVEEDOR**", manifestó su anuencia para la ampliación de monto de "**EL CONTRATO**".

Que por Oficio No. DGCJCI.511.78.430.2024, y Justificación de Convenio Modificadorio, ambos de fecha 06 de junio de 2024, suscritos el C. Geovanni Hernández Salvador, en su carácter de Director de Bienes Agroalimentarios y Pesqueros de la Dirección General de Consultoría Jurídica de Comercio Internacional, administrador de "**EL CONTRATO**", solicitó a la Dirección General de Recursos Materiales y Archivo la elaboración del presente Primer Convenio Modificadorio, con el objeto de ampliación de monto de "**EL CONTRATO**", solicitud que fue turnada a la Dirección de Contratos de la misma Dirección General.

DECLARACIONES

I. "**LA SECRETARÍA**" declara que:

I.1 Es una dependencia del Poder Ejecutivo Federal de conformidad con los artículos 2, fracción I y 26 de la Ley Orgánica de la Administración Pública Federal, cuya competencia y atribuciones se señalan en el artículo 34 del mismo ordenamiento.

**PRIMER CONVENIO MODIFICATORIO AL
CONTRATO NÚMERO [REDACTED]**

- I.2 Que conforme a lo dispuesto por los artículos 12 fracción VII y 59, fracciones III y X de su Reglamento Interior, publicado en el Diario Oficial de la Federación el 17 de octubre de 2019 y reformado en la misma fuente informativa el 12 de abril de 2021, así como el numeral 4, del capítulo VII del Título Cuarto de sus Políticas Bases y Lineamientos en Materia de Adquisiciones, Arrendamientos y Servicios en lo sucesivo **"POBALINES"**, el C. Rodrigo Sepúlveda Jáuregui, en su carácter de Director General de Recursos Materiales y Archivo, con R.F.C. [REDACTED], es el servidor público que tiene conferidas las facultades legales para celebrar el presente Primer Convenio Modificadorio.
- I.3 De conformidad con los artículos 2, Inciso A, fracción II, numeral 31 y 11 de su Reglamento Interior y los numerales 4 del capítulo VII y 1 del capítulo VIII del Título Cuarto de sus **"POBALINES"**, suscribe el presente contrato el C. Geovanni Hernández Salvador, en su carácter de Director de Bienes Agroalimentarios y Pesqueros de la Dirección General de Consultoría Jurídica de Comercio Internacional, con R.F.C. [REDACTED], será el facultado para administrar el cumplimiento de las obligaciones que deriven del objeto de **"EL CONTRATO"** y las modificadas por este Primer Convenio Modificadorio quien podrá ser sustituido en cualquier momento en su cargo o funciones, bastando para tales efectos un comunicado por escrito y firmado por el servidor público facultado para ello, dirigido a **"EL PROVEEDOR"** para los efectos de **"EL CONTRATO"** y del presente Primer Convenio Modificadorio encargado del cumplimiento de las obligaciones contraídas en el presente instrumento jurídico.
- I.4 De conformidad con el artículo 11 de su Reglamento Interior, el numeral 4 del Capítulo VII, Título Cuarto de sus **"POBALINES"**, el Mtro. Ray Manuel Hernández Sánchez, en su carácter de Director de Contratos de la Dirección General de Recursos Materiales y Archivo, con R.F.C. [REDACTED], es el responsable de la elaboración del presente Primer Convenio Modificadorio.
- I.5 La formalización del presente Primer Convenio Modificadorio se realiza con fundamento en el artículo 52 de la Ley de Adquisiciones, Arrendamientos y Servicios del Sector Público, en adelante **"LAASSP"**, artículo 91 de su Reglamento en adelante **"RLAASSP"**, así como en el Título Cuarto, Capítulo VII, numeral 2 de sus **"POBALINES"**, **"LAS PARTES"** acuerdan suscribir el presente Primer Convenio Modificadorio, precisando que no existe conflicto de interés alguno y que se respetarán las condiciones originales de la contratación al no otorgar beneficio indebido o más ventajoso a **"EL PROVEEDOR"**.
- I.6 **"LA SECRETARÍA"** cuenta con recursos suficientes y con autorización para ejercerlos en el cumplimiento de sus obligaciones derivadas de **"EL CONTRATO"** y del presente Primer Convenio Modificadorio, como se desprende del reporte general de suficiencia presupuestaria número 00006 bajo número de partida presupuestal 33102, con folio de solicitud 882, de fecha 05 de junio de 2024, emitido por la Dirección General de Programación, Organización y Presupuesto, ahora Dirección General de Programación, Presupuesto y Contabilidad, de conformidad con el TRANSITORIO QUINTO, inciso J, del Reglamento Interior de la Secretaría de Economía, publicado el 17 de octubre de 2019.
- I.7 Para efectos fiscales las Autoridades Hacendarias le han asignado el Registro Federal de Contribuyentes N° [REDACTED].
- I.8 Tiene establecido su domicilio en Calle Pachuca número 189, Colonia Condesa, Demarcación Territorial Cuauhtémoc, C.P. 06140, Ciudad de México, mismo que señala para

**PRIMER CONVENIO MODIFICATORIO AL
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los fines y efectos legales del presente Primer Convenio Modificatorio.

II. "EL PROVEEDOR" declara que:

- II.1** La personalidad y facultades con que se ostentó su representante en **"EL CONTRATO"** no han sido modificadas, por lo que el Sr. Stephan Ernest Becker, en su carácter de apoderado legal, cuenta con facultades suficientes para suscribir el presente Primer Convenio Modificatorio y obligar a su representada como lo acredita bajo declaración jurada por Marques O. Peterson, de fecha 11 de diciembre de 2023, pasada ante la Notaria Pública del Distrito de Columbia, Estados Unidos, [REDACTED], debidamente apostillado, de fecha 12 de diciembre de 2023, con número [REDACTED], suscrito por Kimberly A. Barsett, Secretaria del Distrito de Columbia, mismas que bajo protesta de decir verdad, manifiesta que no le han sido limitadas ni revocadas en forma alguna.
- II.2** Con fundamento en lo dispuesto por el artículo 35 de la Ley Federal del Procedimiento Administrativo, de aplicación supletoria a la **"LAASSP"** de conformidad con lo establecido en su artículo 11, señala como medio electrónico para recibir notificaciones el correo electrónico stephan.becker@pillsburylaw.com asimismo, señala como su domicilio para todos los efectos legales el ubicado en 1200 17th Street, NW, Washington, DC, 20036-3006.

III. De "LAS PARTES":

- III.1** Que es su voluntad aceptar las cláusulas pactadas en **"EL CONTRATO"** que no han sido modificadas por el presente Primer Convenio Modificatorio y manifiestan que es su voluntad continuar obligándose por medio de las mismas, salvo que por el presente instrumento se disponga su modificación por obligación distinta, para lo cual se reconocen ampliamente las facultades y capacidades necesarias, mismas que no les han sido revocadas o limitadas en forma alguna. Por lo que de común acuerdo el presente acuerdo de voluntades se rige al tenor de las siguientes:

CLÁUSULAS

PRIMERA.

"LAS PARTES" acuerdan la modificación de la cláusula **SEGUNDA. MONTO DEL CONTRATO**, para quedar en los términos siguientes:

"SEGUNDA. MONTO DEL CONTRATO

"LA SECRETARÍA" conviene con **"EL PROVEEDOR"** como contraprestación por los servicios objeto de este contrato, el monto mínimo por la cantidad de USD \$1,320,000.00 (UN MILLÓN TRESCIENTOS VEINTE MIL DOLARES AMERICANOS), y un monto máximo de USD \$2,200,000.00 (DOS MILLONES DOSCIENTOS MIL DE DOLARES AMERICANOS), de conformidad con la Propuesta presentada por **"EL PROVEEDOR"**.

..."

**PRIMER CONVENIO MODIFICATORIO AL
CONTRATO NÚMERO [REDACTED]**

SEGUNDA.

"**EL PROVEEDOR**" deberá modificar la garantía de cumplimiento por la modificación de ampliación de monto, para lo cual presentará a "**LA SECRETARÍA**" el endoso de la garantía correspondiente a favor de la TESORERÍA DE LA FEDERACIÓN, por un importe equivalente al 10.0%(DIEZ POR CIENTO) del monto total incrementado, sin incluir el IVA.

De no presentar la garantía en el plazo de 10 (diez) días naturales siguientes a la firma del presente Primer Convenio Modificadorio, "**LA SECRETARÍA**" podrá declarar rescindido administrativamente "**EL CONTRATO**".

En el endoso de la garantía deberán indicarse los siguientes requisitos:

1. Expedirse a favor de la TESORERÍA DE LA FEDERACIÓN y señalar su domicilio;
2. La indicación del importe total incrementado con número y letra;
3. La referencia de que la fianza se otorga atendiendo a todas las estipulaciones contenidas en el presente Primer Convenio Modificadorio, así como la cotización y el requerimiento asociado a ésta;
4. La información correspondiente al número de contrato, su fecha de firma, la especificación de las obligaciones garantizadas, así como los datos del presente Primer Convenio Modificadorio.
5. El señalamiento de la denominación o nombre de "**EL PROVEEDOR**" y de la institución afianzadora, así como sus domicilios correspondientes;
6. La condición de que la vigencia de la fianza deberá quedar abierta para permitir que cumpla con su objetivo, y continuará vigente durante la sustanciación de todos los recursos legales o juicios que se interpongan hasta que se dicte resolución definitiva por la autoridad competente, de forma tal que no podrá establecerse o estipularse plazo alguno que limite su vigencia, lo cual no debe confundirse con el plazo para el cumplimiento de las obligaciones previstas en el contrato y en el presente Primer Convenio Modificadorio y actos administrativos garantizados;
7. La indicación de que la fianza se hará efectiva conforme al procedimiento dispuesto en el artículo 282 de la Ley de Instituciones de Seguros y de Fianzas, el cual será aplicable también para el cobro de los intereses que en su caso se generen en los términos previstos en el artículo 283 del propio ordenamiento;
8. La indicación de que la cancelación de la póliza de fianza procederá una vez que "**LA SECRETARÍA**" otorgue el documento en el que se señale la extinción de derechos y obligaciones, previo otorgamiento del finiquito correspondiente, o en caso de existir saldos a cargo de "**EL PROVEEDOR**", la liquidación debida;
9. Para efectos de la garantía señalada en esta cláusula, se deberá considerar la divisibilidad de ésta, por lo que en caso de incumplimiento de "**EL CONTRATO**" se hará efectiva por el monto total de la garantía de cumplimiento;

**PRIMER CONVENIO MODIFICATORIO AL
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10. Para acreditar a la institución afianzadora el incumplimiento de la obligación garantizada, tendrá que cumplirse con los requisitos establecidos en el Acuerdo por el que se modifican las Disposiciones Generales en materia de funciones de tesorería", publicadas en el Diario Oficial de la Federación el día 15 de febrero de 2023; y

11. El momento de inicio de la fianza y su vigencia.

Considerando los requisitos anteriores, dentro del endoso de la garantía, se deberán incluir las declaraciones siguientes en forma expresa:

1. "Esta garantía estará vigente durante la sustanciación de todos los recursos legales o juicios que se interpongan hasta que se pronuncie resolución definitiva por autoridad competente, de forma tal que su vigencia no podrá acotarse en razón del plazo de ejecución del contrato.

2. "La institución de fianzas acepta expresamente someterse al procedimiento de ejecución establecido en el artículo 282 de la Ley de Instituciones de Seguros y de Fianzas, para la efectividad de la presente garantía, procedimiento al que también se sujetará para el caso del cobro de intereses que prevé el artículo 283 del mismo ordenamiento legal, por pago extemporáneo del importe de la póliza de fianza requerida.";

3. "La cancelación de la fianza no procederá sino en virtud de manifestación previa de manera expresa y por escrito de **"LA SECRETARÍA"** y

4. "La afianzadora acepta expresamente tener garantizado el Primer Convenio Modificadorio a que esta póliza se refiere, aún en el caso de que se otorgue prórroga o espera al deudor principal o fiado por parte de **"LA SECRETARÍA"** para el cumplimiento total de las obligaciones que se garantizaran, por lo que la afianzadora renuncia expresamente al derecho que le otorga el artículo 179 de la Ley de Instituciones de Seguros y de Fianzas."

TERCERA.

"LAS PARTES" acuerdan que salvo lo que se modifica en el presente Primer Convenio Modificadorio, los términos y condiciones contenidos en **"EL CONTRATO"** subsisten en los términos plasmados en el mismo.

FIRMANTES O SUSCRIPCIÓN.

Por lo anteriormente expuesto, tanto **"LA SECRETARÍA"** como **"EL PROVEEDOR"**, declaran estar conformes y enterados de las consecuencias, valor y alcance legal de todas y cada una de las estipulaciones que el presente instrumento jurídico contiene, por lo que lo ratifican y firman en la Ciudad de México a los 13 días del mes de junio de 2024, y electrónicamente con firma electrónica.

**POR:
"LA SECRETARÍA"**

NOMBRE	CARGO	R.F.C
RODRIGO SEPÚLVEDA JÁUREGUI	DIRECTOR GENERAL DE RECURSOS MATERIALES Y ARCHIVO	[REDACTED]

**PRIMER CONVENIO MODIFICATORIO AL
CONTRATO NÚMERO DGRMA-DGCJCI-
CONT-03-2024**

GEOVANNI HERNÁNDEZ SALVADOR	DIRECTOR DE BIENES AGROALIMENTARIOS Y PESQUEROS DE LA DIRECCIÓN GENERAL DE CONSULTORÍA JURÍDICA DE COMERCIO INTERNACIONAL	[REDACTED]
RAY MANUEL HERNÁNDEZ SÁNCHEZ	DIRECTOR DE CONTRATOS DE LA DIRECCIÓN GENERAL DE RECURSOS MATERIALES Y ARCHIVO	[REDACTED]

**POR:
"EL PROVEEDOR"**

NOMBRE	R.F.C
PILLSBURY WINTHROP SHAW PITTMAN LLP	[REDACTED]

SECRETARÍA DE ECONOMÍA



Contrato: [REDACTED]

Cadena original:

Reconoce que el uso de la firma electrónica avanzada (e.firma) en los documentos electrónicos y mensajes de datos, producen los mismos efectos que los presentados con firma aut6grafa y, en consecuencia, tendrán el mismo valor probatorio que las disposiciones aplicables les otorgan a éstos, de conformidad con lo establecido en el segundo párrafo del artículo 7 de la Ley de Firma Electrónica Avanzada.

Firmante: RAY MANUEL HERNANDEZ SANCHEZ
RFC: [REDACTED]

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Firmante: RODRIGO SEPULVEDA JAUREGUI
RFC: [REDACTED]

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Firmante: GEOVANNI HERNANDEZ SALVADOR
RFC: [REDACTED]

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Firma:
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Contrato: [REDACTED]

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Firmante: PILLSBURY WINTHROP SHAW PITTMAN LLP
RFC: [REDACTED]

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