

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 .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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 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 Harris, Wiltshire & Grannis LLP 1025 Connecticut Avenue, N.W., Suite 1012 Washington, D.C. 20036	2. Registration No.  5238
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3. Name of foreign principal Comisión Federal de Telecomunicaciones	4. Principal address of foreign principal Bosque de Radiatas No. 44 Bosques de las Lomas 05120 Mexico, D.F., Mexico
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5. Indicate whether your foreign principal is one of the following:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

Individual-State nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant. COFETEL

b) Name and title of official with whom registrant deals. Carlos Casasús, Presidente

7. If the foreign principal is a foreign political party, state: Not applicable.

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, Not applicable.

a) State the nature of the business or activity of this foreign principal Not applicable.

b) Is this foreign principal Not applicable.

Supervised by a foreign government, foreign political party, or other foreign principal Yes  No

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

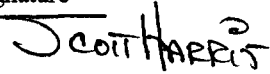
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes  No

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

Not applicable.

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.

Not applicable.

Date of Exhibit A	Name and Title	Signature
February 27, 1998	Scott Blake Harris Managing Partner	

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 Harris, Wiltshire & Grannis LLP	2. Registration No. 5238
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3. Name of Foreign Principal Comisión Federal de Telecomunicaciones (Mexico) ("COFETEL")
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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.

See attachment 1 to Exhibit B

- 7. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
Under the retainer agreement, COFETEL will request from the registrant advice on particular U.S. policies, law, and proceedings related to telecommunications. The registrant will provide the services requested by COFETEL, consistent with the agreement, and bill for hourly fees and expenses.

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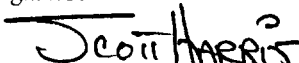
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant will advise COFETEL regarding U.S. policy and legal matters in the field of telecommunications. The registrant will not advocate on COFETEL's behalf before U.S. Government officials.

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

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.

Not applicable.

Date of Exhibit B February 27, 1998	Name and Title Scott Blake Harris Managing 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.

**ATTACHMENT 1**

The registrant and Cofetel have signed a retainer agreement of a one-year duration. Cofetel will be billed by the hour for services rendered by the registrant, and will also be billed for related expenses. As required by Mexican law of all contractors of the Mexican Government, the registrant will post a small bond in Mexico as security for the agreement.

The retainer agreement does *not* allow the registrant to advocate on Cofetel's behalf before U.S. Government officials. The registrant has submitted a copy of this agreement with this Registration Statement. *See* Exhibit B, Attachment 2.

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**Exhibit B**  
**Attachment 2**  
**Registration Statement of**  
**Harris, Wiltshire & Grannis LLP**

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REGISTRATION UNIT  
1998 FEB 27 PM 2: 11

**INFORMATION SERVICES AGREEMENT**

**ENTERED INTO BETWEEN**

**COMISION FEDERAL DE TELECOMUNICACIONES**

**AND**

**HARRIS, WILTSHIRE & GRANNIS LLP**

**DATED THIS 2<sup>nd</sup> DAY OF FEBRUARY 1998**

## INFORMATION SERVICES AGREEMENT

INFORMATION SERVICES AGREEMENT (the "Agreement"), entered into this 2<sup>nd</sup> day of February 1998, between the **COMISION FEDERAL DE TELECOMUNICACIONES**, hereinafter referred to as "**COFETEL**", represented by its President, Mr. Carlos Casasús Lopez Hermosa, and **HARRIS, WILTSHIRE & GRANNIS LLP**, hereinafter referred to as "**HWG**", represented by its Managing Partner, Mr. Scott Blake Harris, in accordance with the following Declarations and Articles.

### DECLARATIONS

#### I. COFETEL declares that:

- I.1 It is a public administrative agency of the Ministry of Communications and Transport of the United Mexican States (hereinafter referred to as "Mexico"), having technical and operative independence, created by Presidential Decree published in the *Diario Oficial de la Federación* on August 9, 1996.
- I.2 Its representant and president, Mr. Carlos Casasús López Hermosa, has the legal capacity to enter into this Agreement, in pursuance to Article 5 III of the aforementioned decree.
- I.3 This Agreement has been awarded to **HWG** through the procedure of direct contracting in accordance with Article 81 (A) III of the *Ley de Adquisiciones y Obras Públicas* and Authorization 98/01 of **COFETEL's** Acquisitions and Services Committee, the selection of **HWG** having been based on its unique ability to provide consultative and information services on U.S. and international telecommunications policy, services which may involve dissemination of information that might adversely affect the Federal Government of Mexico's public interest and/or compromise confidential information.
- I.4 The budget source for the resources required to comply with the present Agreement are contained under code: \_\_\_\_\_
- I.5 It desires to hire the services of **HWG**, referred to herein, in order to carry out its obligations under this Agreement.
- I.6 The services object of this Agreement do not duplicate in any way **COFETEL's** functions, due to their specialized nature in U.S. and international policy.



**II. HWG declares that:**

II.1 It is a Limited Liability Partnership duly organized and validly existing under the laws of the District of Columbia, in compliance with the Statement of Qualification issued on January 22<sup>nd</sup>, in accordance to D.C. Code Ann. § 41.160.1 (Supp. 1997) by the Corporate Division of the Business Regulation Administration of the Department of Consumer and Regulatory Affairs of D.C.

II.2 Its legal representative and managing partner, Mr. Scott Blake Harris, has the legal capacity to execute and perform this Agreement, and states that his faculties have not been revoked, modified or limited in any way;

II.3 There is no pending or intended legal action against it before any court, governmental agency or any other authority that may adversely affect its financial condition, operations or property in a way that such action or procedure may affect the legality, validity or exigibility of this Agreement;

II.4 It has the necessary experience, technical and financial capacity, as well as all other material, technical, and human resources required to successfully carry out its responsibilities and services to be performed hereunder;

II.5 It is a firm specializing in telecommunications law and desires to execute the present Agreement;

II.6 It is not associated with any third party that may be subject to Article 41 of the *Ley de Adquisiciones y Obras Públicas*; and

II.7 There is no existing conflict of interest between any of its clients and COFETEL that may arise from the execution of this Agreement.

On the basis of the foregoing, the parties hereto agree as follows:

**ARTICLES**

**ARTICLE 1**

**OBJECT OF THE CONTRACT**

Subject to the terms and conditions of this Agreement, **HWG** hereby commits to provide **COFETEL** with specialized consultation services in U.S. and international telecommunications law and policy, inform **COFETEL** of the innovations and significant changes and supply **COFETEL** with the material it requires with regard to the aforementioned areas of interest.

The services to be provided by **HWG** will include but will not be limited to consultations with **COFETEL** on U.S. and international telecommunications law and policy. **HWG** hereby agrees to perform the services to the best of its capacity and knowledge in order to comply with its obligations in an efficient and timely manner, while maintaining a standard of maximum confidentiality regarding the matters the execution of this Agreement may involve. **HWG** shall not, however, lobby for or advocate the views of **COFETEL** before agencies and branches of the United States Government.

The services object of this Agreement may be detailed or broadened at the request of **COFETEL** by the insertion of additional amendments or annexes to this Agreement, which will become binding as part of the whole.

## **ARTICLE 2**

### **CONTRACT PRICE AND TERMS OF PAYMENT**

Payment of the contract price shall be made to **HWG** against actual progress in the performance of the services in accordance to Exhibit "A" of this Agreement.

## **ARTICLE 3**

### **TIME AND PLACE FOR PERFORMANCE OF THE SERVICES**

*Unless otherwise agreed to by the parties, this Agreement shall enter into effect on February 2, 1998 and shall conclude on the 31<sup>st</sup> of December of the same year or when the maximum budget allowed for the contract price set at \$200,000 (Two Hundred Thousand U.S.D.), in accordance with Exhibit "A" of this agreement is reached.*

The services shall be provided in the city of Washington, D.C., with exception of those required to be provided in a place different to the aforementioned, case in which **COFETEL**'s consent shall be necessary

## **ARTICLE 4**

### **SUPERVISION AND AUDITING**

**COFETEL** shall establish the supervision mechanisms it deems appropriate in order to ensure the adequate planning and performance of the services which are the object of this Agreement. **COFETEL**'s supervision will be carried out by designated representatives, who will have the right to audit **HWG** at all times regarding any of the services that this Agreement involves. **COFETEL** must provide **HWG** with the service instructions and modifications necessary for **HWG** to carry out its obligations hereunder.

## ARTICLE 5

### INFORMATION AND INTELLECTUAL PROPERTY

The Parties hereby agree that all intellectual property and rights derived from the preparation, development and performance of the services carried forth by **HWG** related to this Agreement, correspond to **COFETEL**.

In virtue of the aforementioned, **HWG** expressly waives any right it may hold with regard to any and all intellectual and information property arising from the services provided in compliance with this Agreement. All information presented to **COFETEL** by **HWG**, disregarding its nature, will be considered **COFETEL**'s property.

**COFETEL** is obliged to provide **HWG** with all the information necessary for the efficient performance of its obligations under this Agreement.

## ARTICLE 6

### OBLIGATIONS OF HWG

**HWG** hereby commits to:

- a) Perform the services that are the object of this Agreement, carrying out the required analysis, studies and consultations, and all additional work required by the **COFETEL** in an efficient and timely manner;
- b) Work within **COFETEL**'s guidelines for the performance of its services, and in case of doubt with respect to its guidelines, to inquire from the **COFETEL** the criteria that must be followed;
- c) Ensure the non-disclosure of data and documents provided by the **COFETEL** for the performance of its services as well as information to persons other than those designated by the **COFETEL**; and
- d) Accept the corresponding responsibility for any damage it may cause to the **COFETEL** and/or any third party due to negligence or fraud in the performance of its services.

## ARTICLE 7

### PERFORMANCE GUARANTEE; PENALTIES

In order to guarantee the due, proper and full performance of **HWG**'s obligations hereunder, **HWG** shall deliver, within the following forty five (45) days to the date of execution of this Agreement, an irrevocable and unconditional bond (*fianza*) or letter of credit in the amount of Twenty Thousand Dollars (U.S. \$ 20,000), equal to ten percent

(10%) of the maximum possible value of the services to be performed under this Agreement, in accordance to its Exhibit A.

The performance guarantee shall be elaborated based upon the model included as Exhibit C of this Agreement and shall necessarily be issued by an authorized "Mexican Institution" (*compañía afianzadora*) acceptable to **COFETEL** and approved in accordance with the *Ley Federal de Instituciones de Fianzas* in favor of the *Tesorería de la Federación* designating the **COFETEL** as beneficiary. Additionally, the performance guarantee shall expressly include the following declarations:

- a) The guarantee is granted in the terms of this Agreement,
- b) In case of postponement of the Agreement, the validity of the guarantee shall also be postponed, in accordance to the Agreement,
- c) The guarantee may only be canceled by prior written notice from the **COFETEL**,
- d) The Mexican Institution expressly complies with Articles 95, 95 bis and 118 of the *Ley Federal de Instituciones de Fianzas* in effect,
- e) The Mexican Institution submits to the jurisdiction of the federal courts of México City, waiving any right that it may hold in relation to another forum, and
- f) The guarantee will remain valid through all legal actions presented until definitive resolution by the competent authority is issued.

**COFETEL** reserves the right to execute the aforementioned performance guarantee in case of termination of this Agreement by causes attributable to **HWG**.

## **ARTICLE 8**

### **TERMINATION OF THE AGREEMENT**

In case of breach of this Agreement by **HWG**, **COFETEL** shall have the right to terminate this Agreement at any time by written notice without being subject to any legal responsibility and/or without the need for a judicial order, while retaining the right to any legal action it may have. **COFETEL** shall also have the right to terminate this Agreement at any time for reasons related to the public interest, given prior notice to **HWG**.

In case of breach of this Agreement by **COFETEL**, **HWG** shall have the right to terminate this Agreement through legal action, in accordance to applicable Mexican Law.

## **ARTICLE 9**

### **ASSIGNMENT**

Neither of the parties hereto have the right to assign or transfer any right or obligation hereunder, with the exception of collection rights, event for which previous written consent of the **COFETEL** will be required.

## **ARTICLE 10**

### **CONFLICTS OF INTEREST**

**HWG** will review all new client representations in order to avoid representing any party in any matter that may create a conflict of interest with its representation of **COFETEL**. **HWG** also is obliged to avoid representing any party with an interest that may adversely affect the **COFETEL**.

**HWG** is not aware of any current or past relationship with another party, as well as any other situation or circumstance that may create a conflict of interest with **COFETEL**. **HWG** does not itself have an interest in the subject matter of the representation.

## **ARTICLE 11**

### **FORCE MAJEURE**

With regard to the parties' obligations in this Agreement, "Force Majeure" shall mean:

Any unforeseeable event that prevents the affected party from performing its obligations in accordance with the Agreement, if such event is beyond the reasonable control of such party, and not the result of its fault or negligence and if such party has been unable to overcome such event by the exercise of due diligence. Subject to the satisfaction of the conditions established in the previous sentence, force majeure shall include but not be limited to:

- a) Natural phenomena, such as storms, floods, fires and earthquakes;
- b) Wars, civil disturbances, riots, insurrections and sabotage;
- c) Transportation disasters, aerial or terrestrial,
- d) Strikes and other labor disputes, and
- e) Laws, decrees, regulations, or any orders or directives of either general or particular application of any Governmental Authority with interest in the subject matter of this Agreement.

Neither party shall be responsible for damages, claims or demands of any nature arising out of delays or nonperformance of its obligations under this Agreement if and to the extent that such delay or nonperformance is attributable to force majeure; provided however, that the party claiming force majeure shall give written notice to the other party immediately after the occurrence of such event, specifying the details and anticipated duration thereof, and shall also give written notice to the other party as soon as the event of force majeure has ended.

In the event that any of the parties does not recognize the occurrence of force majeure, the party claiming force majeure shall have the burden of proof.

In case any event constituting force majeure interrupts or suspends the performance of any substantial obligation by either of the parties for a continuous period of at least ninety days, and if the parties have not been able to reach agreement with respect to a modification of the Agreement during such period, either party may terminate the Agreement by written notice to the other party.

Neither party shall be liable to the other for costs incurred as a result of delay or failure to perform arising from force majeure.

## **ARTICLE 12**

### **LABOR OBLIGATIONS**

**HWG** agrees that it is solely responsible for all the employees carrying out the services of this Agreement, and consequently assumes all responsibility arising from this responsibility.

The parties hereto acknowledge that this Agreement is the sole legal relationship binding them together. As a result of this relationship, **HWG** will be the only person responsible of the personnel it employs with regard to the services contemplated in this Agreement, and additionally ensures **COFETEL** that such employees shall work directly under its immediate instructions.

## **ARTICLE 13**

### **APPLICABLE LAW AND JURISDICTION**

The Parties hereto agree to submit to the exclusive jurisdiction of the federal courts of Mexico City, and expressly waive any other forum which may be available to them in relation to any controversy arising out or relating to the interpretation and performance of this Agreement.

This Agreement shall be governed by and interpreted in accordance to the federal laws and administrative regulations of Mexico.

## **ARTICLE 14**

### **CONFIDENTIALITY**

Neither **HWG**, its subsidiaries, affiliates nor its employees shall reveal any information considered property of **COFETEL** or related to this Agreement while in effect or after its termination.

In accordance to the aforementioned, **HWG** shall not issue any publicity or informational bulletins, or grant interviews with regard to this Agreement and the activities it involves. It is understood, however that **HWG** may make this Agreement available to the United States Government pursuant to the provision of the Foreign Agent Registration Act.

In the event that **HWG** discloses or improperly makes use of the confidential information referred to in this article, the **COFETEL** will have the right to execute the performance guarantee foreseen in Article 8 of this Agreement, which corresponds to ten percent (10%) of the maximum possible contract price, as stipulated in Exhibit "A".

With regard to the subject matter of this article, **HWG** submits to the Letter of Confidentiality, included as Exhibit "B" of this Agreement.

## **ARTICLE 15**

### **SEVERABILITY**

The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement, shall in no way affect or impair the validity and enforceability of the remaining provisions hereof.

## **ARTICLE 16**

### **NOTICES**

The parties hereto designate the following addresses for the fulfillment of their obligations:

**Comisión Federal de Telecomunicaciones**  
Bosque de Radiatas 44, 5º piso,  
Colonia Bosques de las Lomas;  
Delegación Cuajimalpa, C.P. 05120  
México D.F., México

**Harris, Wiltshire & Grannis, LLP.**  
1025 Connecticut Avenue, NW  
Suite 1012  
Washington, D.C. 20036  
U.S.A.

In case of change in domicile, the moving party shall notify the other with at least five days of prior notice. Otherwise, all notices delivered to the aforestated addresses shall be considered valid.

All notices and other communications between the parties given under the Agreement shall be in writing as well as their receipt acknowledgement and shall be deemed effective upon receipt by the addressee.

## **ARTICLE 17**

### **ANNEXES, AMENDMENTS AND WAIVERS**

Any amendment or annex to this Agreement must be made upon the express written consent of both parties. The waiver of any provision of this Agreement by either party must be made in writing by such party.

## **ARTICLE 18**

### **ENTIRETY OF THE AGREEMENT**

This Agreement, together with Exhibits A, B and C, is a complete and exclusive statement of all terms and conditions governing the performance of the services by **HWG**. No prior contract or course of dealing between the parties nor any statement of any officer, employee, agent or representative of either of the parties made prior to the execution of this Agreement shall be admissible in construing the terms and conditions of this Agreement. Each party affirms that no representations have been made by the



other party, or have been relied on, in entering into this Agreement other than the representations set forth in this Agreement.

This Agreement shall identically exist in both the English and Spanish languages, of which the Spanish language version shall prevail.

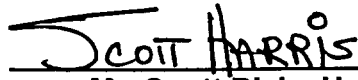
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written.

**COMISION FEDERAL DE  
TELECOMUNICACIONES**

**HARRIS, WILTSHIRE & GRANNIS LLP  
REPRESENTANTE LEGAL**

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**Lic. Carlos Casasús López Hermosa  
President  
COFETEL**

---

**Mr. Scott Blake Harris  
Managing Partner  
Harris, Wiltshire & Grannis LLP**

**Revisión Jurídica**

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**Lic. Arturo Malacara Vazquez  
Administrative Coordinator  
COFETEL**

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**Lic. Jorge Rodriguez Castañeda  
General Director of General Legal Area  
COFETEL**

EXHIBIT "A"

ATTORNEY'S FEES AND CONTRACT PRICE

The estimated amounts for HWG's fees are based upon the billing rates for each of HWG's employees set forth below which are based on their respective experience and other factors, and on the hours of work required by each member in order to fulfill HWG's obligations under the Agreement. The COFETEL will reimburse HWG for any reasonable additional expenses incurred on its behalf in the performance of the services required by the COFETEL up to the combined total and maximum authorized budget for fees and expenses, in accordance with Article 3 of the Agreement.

Attorney's fees are as follows:

	<u>Hourly Rate (USD)</u>
Scott Blake Harris	\$425
Mark Grannis Bill Wiltshire	\$300
Kent Bressie	\$275
Jonathan Mirsky	\$250
Evan Grayer	\$200

***In regard to Articles 2, 3, 7, and 14 of the Agreement, the minimum and maximum budget to be drawn for the total combined amount to be billed for fees and expenses is \$100,000 (One Hundred Thousand U.S.D.) and \$200,000 (Two Hundred Thousand U.S.D.) respectively.***

The form of payment for the aforesated fees and expenses will be electronic wire transfer to the bank account designated by HWG.

## **EXHIBIT "B"**

### **LETTER OF CONFIDENTIALITY**

With regard to the Agreement and this Letter of Confidentiality, "Confidential Information" shall mean all information of any nature or in any form provided to us at any time by the COFETEL or relevant third parties in connection to the Agreement.

Due to the confidential nature of the services contemplated in the Agreement and in accordance to Article 14 of the same, we hereby commit to:

- 1.- Use the Confidential Information involved with the sole purpose of complying with the object of the Agreement;
- 2.- Keep all the involved Confidential Information under strict confidentiality and not provide confidential information to any third party, same which will be provided exclusively to our permanent employees when required to perform our services in order to comply with the object of the Agreement. Additionally, we guarantee that our employees involved in the performance of the services will be subject to this Letter of Confidentiality, will use the Confidential Information with the sole purpose of assisting in duly performing the services, and will not provide the same to any third party; and
- 3.- Take all necessary precautions to ensure that the confidential information will not be revealed to any unauthorized person and that all duplicates of documents containing Confidential Information will only be made when absolutely necessary to fulfill our obligations under the Agreement.

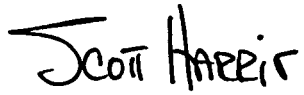
Our obligations contained hereunder will be subject to the duty of revealing any Confidential Information to any and all governmental authorities with the power to oblige us do so in compliance with a duly imposed legal process. In the event of such a requirement to divulge Confidential Information, we shall notify the COFETEL immediately.

We hereby acknowledge that our obligations under this Letter of Confidentiality will be of an uninterrupted nature and shall remain in effect until the termination of the Agreement.

This Letter of Confidentiality shall be governed by and interpreted by the federal laws of Mexico. We hereby irrevocably submit to the jurisdiction of such courts for the aforementioned purpose and expressly waive any other forum which may be

available to us in relation to any controversy arising out or relating to this Letter of Confidentiality.

**HARRIS, WILTSHIRE & GRANNIS, LLP.**

A handwritten signature in black ink that reads "Scott Harris". The signature is written in a cursive, slightly stylized font.

**Mr. Scott Blake Harris  
Managing Partner**

**EXHIBIT "C"**

**BOND/LETTER OF CREDIT CONTENT**

In accordance to Article 7 of the Agreement, the bond shall be based upon the following model:

(Name of the *afianzadora*), in accordance to *S.H.C.P.* authorization (#), hereby is appointed as guarantor in the amount of: (amount), before the *Tesorería de la Federación* and the *Comisión Federal de Telecomunicaciones* as beneficiary.

To guarantee on behalf of Harris, Wiltshire & Grannis, LLP. with its principal place of business at 1025 Connecticut Avenue, NW, suite 1012, Washington, D.C. 20036, U.S.A., the penalties incurred in accordance to the Information Services Agreement executed by and between the *Comisión Federal de Telecomunicaciones* and Harris, Wiltshire & Grannis LLP on February 2, 1998.

This Bond Policy will remain in effect only as long as the aforementioned Agreement and may only be canceled expressly by written notice from the *Comisión Federal de Telecomunicaciones*. (Name of the *afianzadora*) expressly undertakes the responsibility to continue guaranteeing the sum established in this Policy in the event that extensions are granted to the debtor in relation with the debts that are hereby guaranteed. In the event that this bond becomes requirable to (name of *afianzadora*), it hereby submits to the procedure contained in Article 95 of the *Ley Federal de Instituciones de Fianzas* (text ends here).

In case a letter of credit is issued as guarantee, the same shall apply to the corresponding extent.