

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.

Public 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 Zemi Communications L.L.C.	2. Registration No. 5491
---	---------------------------------

3. Name of Foreign Principal

Government of Mexico

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.

THIS EXHIBIT B IS AN AMMENDMENT TO THE EXHIBIT B FILED ON DECEMBER 4, 2002.

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

As described in the original Agreement and the attached Addendum between Zemi Communications and the Government of Mexico, Zemi will develop and execute a strategic communications program aimed at developing support in the United States for a substantive transformation in the Mexican-U.S. bilateral relationship, and creating awareness, understanding, and support for President Vicente Fox and his administration among the U.S. media and other key U.S. audiences.

CRM/ISS
REGISTRATION UNIT
2003 JAN -9 AM 10:17


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

As described in the original Agreement and the attached Addendum between Zemi Communications and the Government of Mexico, Zemi will undertake a perception and communication audit of the media, will assist in developing of communication materials including a website and information kit, will conduct a media relations program focusing on a broad range of U.S. media outlets, and will carry out a public relations campaign focused on a variety of relevant audiences in the U.S.

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.

The activities of Zemi Communications, as described above, may include political activities such as seeking editorial coverage of the policies and positions of the Government of Mexico and contact with a variety of federal, state, and local government officials and private sector groups with regard to policy issues relevant to the Mexican-U.S. bilateral relationship.

Date of Exhibit B January 7, 2002	Name and Title Daniel Wilson, Managing Director	Signature 
--------------------------------------	---	---

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.



99 macison avenue • new york • new york 10016 • 212 689 9560 • fax 212 689 9330 • www.zemi.com

ADDENDUM TO THE AGREEMENT BETWEEN THE GOVERNMENT OF MEXICO AND ZEMI COMMUNICATIONS ("Zemi"), DATED NOVEMBER 15th, 2002, CONCERNING THE ELABORATION OF A STRATEGIC COMMUNICATIONS PROGRAM (hereinafter "The Original Agreement").

Dear Ambassador Bremer,

We are delighted that the Government of Mexico has decided to retain Zemi and we are pleased to submit the terms of the present Addendum to The Original Agreement reached by Zemi and the Secretariat of Foreign Relations of Mexico (the Secretariat).

Scope of Work: Zemi will develop a white paper that evaluates the U.S. political environment after the mid-term elections and proposes specific strategies and tactics for the Mexican Government to advance the bilateral agenda.

Fees and Expenses: As compensation for the services stemming from this Addendum, Zemi will be paid a total fee in the amount of \$45,000.00 at the signature of this agreement.

Term and Termination: This Addendum is valid from the date of signature and will terminate with the delivery of the white paper on December 31st, 2002.

Compliance with The Original Agreement: The services performed by Zemi as a result of this Addendum, consisting in elaborating said white paper, will be in compliance with the exact terms and conditions agreed upon in The Original Agreement, including the Confidentiality and the Jurisdiction clauses.

The Secretariat underscores that the Ambassador of Mexico to the United States of America is empowered to sign this Agreement.

By signing below, the parties are agreeing to the terms and conditions set out herein and binding ourselves contractually to each other.

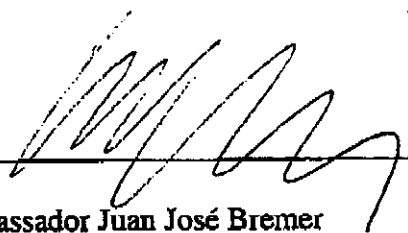
CRM/ISS
REGISTRATION UNIT
JAN 10 11 17 AM '03

Zemi Communications, L.L.C.

Secretariat of Foreign Relations of Mexico

By: 

Alan Stoga
President

By: 

Ambassador Juan José Bremer

Date: December 20, 2002

Washington D.C. on December 20 - 2002