

#560

AMENDMENT TO THE COOPERATIVE ADVERTISING CAMPAIGN AGREEMENT ENTERED INTO BY AND BETWEEN, ON THE ONE HAND YOUNG & RUBICAM, S. DE R.L. DE C.V. REPRESENTED BY MR. MANUEL ARELLANO RÍOS, (HEREINAFTER REFERRED TO AS "Y&R") AND ON THE OTHER BBVA BANCOMER, S.A., TRUST F27932-3 OF THE 2% WITHOUT/LODGING REPRESENTED BY MR. PHILLIPE FILHOL PERONDI (HEREINAFTER REFERRED TO AS THE "DESTINATION"), IN ACCORDANCE WITH THE FOLLOWING BACKGROUND, STATEMENTS AND CLAUSES:

**BACKGROUND**

1. The parties, on June 24, 2004, executed an agreement to carry out a cooperative advertising campaign (the "Agreement"), to promote the tourist attractions of México in the United States of America and Canadá.
2. To carry out the Campaign (as such term is defined in the Agreement), the investment that each party will have to make will be approximate of US\$292,650.00 (two hundred ninety two thousand six hundred and fifty dollars of the United States of America).
3. The parties agree to reduce the amount that corresponds to invest to each one of them in the terms of the Agreement, into the terms of this Agreement.

2006 JUN 30 AM 10:40  
CMT REGISTRATION UNIT

**STATEMENTS**

Both parties hereby state through their legal representatives that:

1. For purposes of this amendment agreement, they ratify all and each of the statements of the Agreement, having them as literally incorporated herein.
2. It is their will to be bound in the terms and conditions of this amendment agreement.

**CLAUSES**

**FIRST.** By virtue of this agreement, both parties agree to:

I.1 Modify the first clause of the Agreement to read as follows:

**“FIRST. Purpose.** By virtue of the present agreement, and as a result of the CPTM Agreement, Y&R and the Destination hereby agree to carry out a cooperative advertising campaign (the “Campaign”) consisting in the purchase of media and placement of advertisement, in order to promote the tourist attractions of Mexico, in the United States of America and Canada, pursuant to the specifications and timeline provided in the media plan attached hereto as **Exhibit 1.**

Said **Exhibit 1** may be modified at any time, prior consent of the parties, such consent maybe be granted in writing, via fax or e-mail.

The parties agree that the Campaign will comply with the terms and conditions provided for in the cooperative advertising program contained in the CPTM Agreement.

The total cost of the Campaign agreed to by the parties is US\$330,000.00 (three hundred and thirty thousand dollars of the United States of America).”

I.2 Modify the third clause of the Agreement to read as follows:

**“THIRD. Financial Resources, consideration and payment form.**

**a) Financial resources to carry out the Campaign.**

The investment that Y&R will contribute to the Campaign is the amount of US\$165,000.00 (one hundred and sixty five thousand dollars of the United States of America).

The investment that the Destination will contribute to the Campaign is the amount of US\$165,000.00 (one hundred and sixty five thousand dollars of the United States of America).

**b) Consideration.**

The Destination shall pay to Y&R, in consideration (the “consideration”) for the purchase of media and placement of advertisement, the amount of US\$16,500.00 (sixteen thousand five hundred dollars of the United States of America), plus the correspondent Value Added Tax.

**c) Payment.**

The Destination Amount and the Consideration shall be delivered by the Destination to Y&R within the fifteen calendar days following the signature of this agreement.

**d) Services Suspension.**

Y&R may suspend, without any responsibility, the purchase of media and the placement object of this agreement, in the event that the Destination incurs in a delay or in a breach of any of the payments referred to in the subsection a), b) and c) above. Likewise, the Destination shall pay Y&R any penalty or interest generated against Y&R due to the delay or breach of the Destination.”

I.3 Modify Exhibit 1 of the Agreement, in order for them to read as the documents attached to this agreement as Exhibit 1.

**SECOND.** For all matters not contemplated in this agreement, the parties subject themselves to the provisions of the Agreement.

**THIRD.** All disputes arising in connecting with the present Agreement shall be finally settled under the Rules of Arbitration of the Arbitration Center of Mexico (CAM) by one arbitrator appointed in accordance with the said Rules.

The parties agree that the applicable law for any dispute resolution shall be the law of Mexico. The language of the arbitration shall be Spanish and the place of the arbitration shall be Mexico City, Federal District.

Having been read by the parties and being the parties fully aware of its contents and legal scope, they sign this agreement by triplicate on \_\_\_\_\_, 2004.

Y&R

BBVA Bancomer, S.A., Division  
Fiduciaria, Fideicomiso F27932-3 del  
2% s/hospedaje

2004 JUN 30 AM 10:40  
CMT/REGISTRATION UNIT

\_\_\_\_\_  
By: Manuel Arellano Ríos

\_\_\_\_\_  
By: Phillipe Filhol Perondi

#5603

COOPERATIVE ADVERTISING CAMPAIGN AGREEMENT NO. 0010 ENTERED INTO BY AND BETWEEN, ON THE ONE HAND BY YOUNG & RUBICAM, S. DE R.L. DE C.V. REPRESENTED BY MR. MANUEL ARELLANO RÍOS, (HEREINAFTER REFERRED TO AS "Y&R") AND ON THE OTHER, BBVA BANCOMER S.A, FIDUCIARY DIVISION, AS TRUSTEE OF THE TRUST F27932-3 OF THE 2% WITHOUT/LODGING REPRESENTED BY MR. PHILLIPE FILHOL PERONDI (HEREINAFTER REFERRED TO AS THE "DESTINATION"), IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

RECIBO DE REGISTRO  
11/20/2003 11:10:40

### STATEMENTS

- I. Y&R hereby states through its legal representative that:
  - A) It is a limited liability company duly incorporated and validly existing under the Mexican laws, as evidenced in public deed number 16,314 dated December 14, 1966, granted before Mr. Jorge Sotelo Regil, Notary Public number 108 of the Federal District, duly registered in the Public Registry of Commerce of the Federal District, under number 154, page 120, volume 650, third book.
  - B) Manuel Arellano Ríos is duly authorized to represent it, as evidenced in public deed number 49,722 dated April 28, 2003, granted before Mr. Roberto Nuñez y Bandera, Notary Public number 1 of the Federal District, duly registered with the Public Registry of Commerce of the Federal District, which authority has not been revoked or limited in any manner;
  - C) Its main purpose is to perform directly or indirectly all kinds of activities related with advertisement and all types of advertisement for individuals or entities whether public or private through the means it considers appropriate.
  - D) On September 12, 2003 it entered into the Services Agreement No. 062/2003 with the Consejo de Promocion Turistica de México, S.A. de C.V. (hereinafter the "CPTM") by which Y&R undertook the provision of advertising services to promote Mexico's attractions and tourist services within the markets of the United States and Canada (the "CPTM Agreement").
  - E) Pursuant to the CPTM Agreement and the bid documents from which it derived, Y&R is authorized to follow a cooperative advertising program with different participants in the tourism sector.
  - F) It knows the scope of this Agreement, has considered all the factors involved in its execution and has all the authorizations, and the material and human elements necessary for the compliance of each and every one of the obligations contained herein.

- G) Its Taxpayers Registration Number is YRU-661214-8GA.
- II. The Destination hereby states through its legal representative that:
- A) It is an irrevocable trust according to the agreement number F27932-3, dated April 1, 1997, incorporated in the exercise of the faculties conferred by the article 74, fraction XI of the local Politic Constitution and by articles 2 and 39 of the Organic Law of the Local Public Administration.
- B) Its legal representative is duly authorized to represent it,
- C) It knows the scope of this agreement, has considered all the factors involved in its execution and has all the authorizations and the material and human elements necessary for the fulfillment of each and every obligation contained herein.
- D) It understands that this agreement is executed in the context of the CPTM Agreement and that it is its intention to assume all the duties and obligations contained herein in such context.
- E) Its Taxpayers Registration Number is BBF-970401-6B0.
- III. Both parties hereby state, through their legal representatives that it is their will to bind themselves pursuant to the terms and conditions provided in this agreement and its Exhibits.

## CLAUSES

**FIRST. Purpose.** By virtue of this Agreement, and as a result of the CPTM Agreement, Y&R and the Destination hereby agree to carry out a cooperative advertising campaign (the "Campaign") consisting in the purchase of media and placement of advertisement, in order to promote the tourist attractions of Mexico in the United States of America and Canada, pursuant to the specifications and timeline provided in the media plan attached hereto as **Exhibit 1**.

Said **Exhibit 1** may be modified at any time with the prior consent of the parties, which consent maybe granted in writing, via fax or e-mail.

The parties agree that the Campaign will comply with the terms and conditions provided for in the cooperative advertising program contained in the CPTM Agreement referred in the statement I D) above.

The total cost of the Campaign agreed to by the parties is USD\$438,406.11 (four hundred thirty eight thousand four hundred and six dollars 11/100 of the United States of America).

**SECOND. Participation Mechanism.** The parties agree that Y&R will be responsible for the purchase of media and placement of advertisement through the Media Edge agency.

**THIRD. Financial Resources, consideration and payment form.**

**a) Financial resources to carry out the Campaign.**

The investment that Y&R will contribute for the Campaign is the amount of USD\$219,127.00 (two hundred nineteen thousand one hundred and twenty seven dollars of the United States of America).

The investment that the Destination will contribute for the Campaign is the amount of USD\$219,279.11 (two hundred nineteen thousand two hundred and seventy nine dollars 11/100 of the United States of America), (the "Destination Amount").

**b) Consideration.**

The Destination shall pay to Y&R, in consideration (the "Consideration") for the purchase of media and the placement of advertisement, the amount of USD\$24,777.30 (twenty four thousand and seven hundred and seventy seven dollars and thirty cents of the United States of America), plus the corresponding Value Added Tax.

**c) Payment.**

The Destination Amount and the Consideration will be delivered by the Destination to Y&R within the fifteen calendar days following the signature of this agreement.

**d) Suspension of the Services.**

Y&R may suspend, without any responsibility, the purchase of media and placement subject matter of this agreement, in the event that the Destination incurs in a delay or in a breach of any of the payments referred to in subsections a), b) and c) above. Likewise, the Destination shall pay Y&R any penalty or interest generated against Y&R due to the delay or breach of the Destination.

**FOURTH. Tax Obligations.** Each of the parties undertakes to comply with its corresponding individual tax obligations, releasing the other party of any liability in this matter.

**SIXTH. Intellectual Property.** The parties agree that the use they may make of the trademark or legend "MEXICO" in articles, messages, communications and any other materials that may become a part of the Campaign will be in compliance with the guidelines set forth in the CPTM Agreement. Likewise, Y&R will include the image and presence of the trademarks, slogans, logos, or other information agreed in writing with the Destination pursuant to the terms agreed, and that it receives from the Destination with the necessary anticipation. It has been agreed that the execution of this agreement does not constitute any license or authorization for the use or exploitation of the trademark or legend "MEXICO", in terms other than as expressly provided for in this agreement.

The Destination agrees that it shall be responsible of obtaining the authorization for the use of any materials such as photographs, logos, trademarks, or any other items protected under the applicable industrial property laws, other than the trademark "MEXICO", delivered to Y&R to be used in the Campaign. The Destination shall keep Y&R safe and harmless from any complaint or judicial proceeding initiated by a third party against Y&R with respect to this matter.

**SIXTH Labor Obligations.** Due to the nature of this agreement, the parties agree that there are no conditions of subordination or any relationship between the Destination and Y&R or any of its employees.

**SEVENTH. Nature of the Agreement.** The parties agree that the terms and conditions hereof do not have the purpose or effect of creating a joint venture, merger, corporation or corporate association between Y&R and the Destination.

As a result of the above, both parties agree that Y&R shall be entitled to contract or execute any kind of operation, business or association with any commercial partner, "tour operator", travel agency or any kind of person for purposes similar to those of this agreement, and to improve or extend the purposes of this agreement.

Notwithstanding the above none of the parties shall assume, in the name and/or on behalf of the other, any obligation or engagement, except to those set forth in this agreement or if it has the express written authorization of the other party for such purposes.

**EIGHT. Assignment of Rights.** The parties undertake not to assign to third parties the rights and obligations conferred to them herein; without the prior written authorization of the other party.

**NINTH. Confidentiality.** The parties agree that all the information created and/or exchanged between them as a result of this agreement, shall be considered as strictly confidential, and the parties agree not to disclose it to third parties.

**TENTH. Duration.** This agreement will be in force from the date of its signature until December 31, 2004.

**ELEVENTH. Advanced Termination.** In the event that one of the parties decides to cancel this agreement for any cause unrelated to the other party, it will so notify to the other party at least 5 (five) working days in advance to the date of the effective termination of the agreement. As from the date of notification, the party that is not terminating the agreement will be authorized to suspend immediately the fulfillment of its obligations without any responsibility.

In the event that the termination is requested by the Destination, the Destination shall reimburse Y&R, on the date the termination notice is delivered, any and all contributions made by Y&R to the Campaign in connection with this agreement, as well as any expenses incurred and to be incurred in connection hereof including the payment of any damages, losses, penalties, fines, costs or charges that Y&R may be required to pay under the CPTM Agreement and all those derived of any agreement, operation, business or association executed under clause seventh above. In the event that the Destination does not comply with the above, the Destination shall pay to Y&R, in addition to the amounts herein described, a penalty fee consisting in the equivalent to 10% (ten percent) of the unpaid balance on a monthly basis until payment in full.

Likewise, in the event the termination is requested by the Destination, Y&R shall not be bound to reimburse, totally or partially, the Destination Amount or the Consideration.

**TWELFTH. Administrative Termination.** Y&R may terminate this agreement without the need of judicial resolution, in the event that the Destination does not comply with any of its obligations derived of this agreement.

In addition, regardless of whether or not Y&R terminates this agreement, in the event that the Destination does not comply with any of its obligations hereof the Destination shall pay to Y&R all contributions made by Y&R to the Campaign in connection with this agreement, as well as all expenses incurred and to be incurred in connection hereof, including the payment of any damages, losses, penalties, fines, cost or charges that Y&R may be required to pay under the CPTM Agreement and all those derived of any agreement, operation, business or association executed under clause seventh above. In the event that the Destination does not comply with the corresponding payment in the above mentioned terms, the Destination shall pay Y&R, in addition to the amounts herein described, a penalty fee consisting in the equivalent to 10% (ten percent) of the unpaid balance on a monthly basis until payment in full.

Likewise, in the event the termination is for any reason imputable to the Destination, Y&R shall not be bound to reimburse, total or partially, the Destination Amount or the Consideration.



**THIRTEENTH. Interpretation of the Agreement.** The total or partial nullity of any of the clauses contained herein will not affect and will not be considered as a particular statement regarding the validity and legal existence of the rest of the clauses of this agreement.

**FOURTEENTH. Addresses and Notices.** Any notice between the parties related to this agreement, shall be addressed to the persons named below, in writing and sent through a courier service to the following addresses:

**Y&R**

**The Destination**

Bosque de Duraznos No. 61, pisos 4 y  
5  
Col. Bosques de las Lomas  
Delegación Miguel Hidalgo  
C.P. 11700 México, D.F.  
Attention: Claudia Olvera

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**FIFTEENTH. Dispute Resolution.** All disputes arising in connecting with the present agreement shall be finally settled under the Rules of Arbitration of the Arbitration Center of Mexico (CAM) by one arbitrator appointed in accordance with the said Rules.

The parties agree that the applicable law for any dispute resolution shall be the law of Mexico. The language of the arbitration shall be Spanish and the place of the arbitration shall be Mexico City, Federal District.

Having been read by the parties and being the parties fully aware of its contents and legal scope, they sign this agreement by duplicate on \_\_\_\_\_, 2004.

Young & Rubicam, S. de RL. de C.V.

BBVA Bancomer, S.A., Fiduciary,  
Division, Trust F27932-3 of the 2<sup>o</sup>  
without lodging

\_\_\_\_\_  
By: Manuel Arellano Ríos

\_\_\_\_\_  
By: Phillipe Filhol Perondi

01/15/04  
JUN 30 AM 10:40  
C.I.S.S./REGISTRATION UNIT