Department of Justice
Washington, DC 20530

REVISED

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, an amended

OMB NO. 1105-0007

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	2. Registration No.
Patton Boggs LLP 2550 M Street, NW Washington, DC 20037	2165

3. Name of Foreign Principal

Embassy 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.

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

Registrant is retained to assist the foreign principal in its relationship with the U.S. Executive Branch and the U.S. Congress.

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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.

Registrant will monitor and analyze key issues of concern in the national legislative as well as in the administration, and work with the Embassy of Mexico to promote its interests with senior officials of the U.S. Government, the Congress, and the business community.

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.

Some of the Registrant's activities may include legal public policy counseling as well as interaction with officials from the U.S. Executive Branch and the U.S. Congress.

Date of Exhibit B	Name and Title	Signature
October 2, 2001	Stuart M. Pape Managing Partner	Stuart M. Pape

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.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
1440 NEW YORK AVENUE, N.W.
WASHINGTON, D.C. 20005-2111
(202) 371-7000
FAX: (202) 393-5760
http://www.skadden.com

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MOSCOW
PARIS
SINGAPORE
SYDNEY
TOKYO
TORONTO

August 15, 2001

Ambassador Juan José Bremer
Embassy of Mexico
Washington, DC 20006

Re: Engagement Letter

Dear Mr. Ambassador:

We are delighted that the Embassy of Mexico (the "Embassy") is interested in retaining the law firm of Skadden, Arps, Slate, Meagher and Flom LLP ("Skadden Arps" or the "Firm"), and Patton Boggs LLP. This letter will confirm the terms of the engagement between Skadden Arps and the Embassy.

Scope of the Engagement

The Firm will monitor and analyze key issues of concern in the national legislature as well as in the administration, and work with the Embassy to promote its interests with senior officials of the U.S. Government, the Congress, and the business community. This may include meetings with senior government officials and members of the legislature, as well as the preparation of issue analysis and advocacy material as appropriate. Specific tasks that we will perform will include providing detailed legal analysis and memorandum on critical issues of concern to the Embassy. In addition to providing legal analysis of issues, we will also assist in the development of strategic messages, prepare talking points and appropriate briefing materials . In order to coordinate the Embassy's strategic objectives, we anticipate conducting regular meetings with the Embassy to coordinate the Embassy's message in the United States.

It is understood and fully agreed by both parties, that the services to be performed by the Firm will be of support and advice to the functions of the Embassy and under its coordination, and in no way will surrogate the contacts that the Embassy will maintain with officials of the U.S. administration, members of Congress and members of other public institutions.

Staffing

I will be the coordinator for the representation. Other attorneys who will work on the project include Lynn Coleman, Mike Naeve, Jaime Palafox, and Ken Berlin. Additional attorneys and support staff will work on the account as needed. In addition, we will enter into an arrangement with a well-known lobbying firm, Patton Boggs LLP, and will coordinate with Patton Boggs. The Patton Boggs team will be led by Thomas Hale Boggs, Jr. and Frank Samolis.

Terms of the Agreement

We propose to enter into an agreement with an initial term beginning August 15, 2001 to December 31, 2001. Under this agreement, the Embassy agrees to pay the Firm a retainer of $60,000 per month. Such payment will include honoraries, telecommunications, printing, photocopies, research, local transportation and other incidental expenses. Payment for the first two months in the amount of $120,000 shall be due upon execution of this Agreement. Subsequent payments should be wired to the Firm by the 16th day of each month. Wire information is as follows:

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
CITIBANK, N.A.
460 West 33 rd Street
New York, NY 10043

ABA #021-000089
FOR CREDIT TO:
Account #3006-0143 of Skadden, Arps, Slate, Meagher & Flom LLP

When wiring the payment, please provide the Embassy's name for which payment is being made, and my name as the attorney handling the billing.

It is our understanding that, with the prior approval of the Embassy, it may be necessary for our attorneys to travel to Mexico. Those expenses would be charged to the Embassy separate from the retainer. In addition, at the request of the Embassy and with its prior approval, we may undertake special projects, which may be beyond the scope of this retainer agreement in which the Firm will enter into a separate arrangement with the Embassy. Attorneys at Skadden, Arps and Patton Boggs LLP will separately file the appropriate registration statements. In addition, Patton Boggs will execute a separate waiver letter.

Waivers and Related Matters

In engagements of this type, it is the Firm's practice to obtain waivers as set forth below. Our mutual understanding regarding the Firm representing other present or future clients is that the Firm may do so whether or not on a basis adverse to the Embassy including in legal or other proceedings before any agency or subdivision of the Embassy, so long as the Firm is not then and had not previously been engaged by the Embassy in the matter in which the Firm would be representing the other client. In furtherance of this mutual understanding, and subject to the limitation that is part of that understanding, the Embassy would not for itself or any other party assert the Firm's representation of the Embassy in a particular matter as a basis for disqualifying the firm for representing any other party in a matter including matters vis-a-vis the Embassy, so long as the Firm is not then and had not previously been engaged by the Embassy in the matter in which the firm would be representing the other client.

The mutual understanding reflected in the above paragraph is, of course, premised on the Firm's adherence to its continuing professional obligation not to disclose any confidential information belonging to the Embassy

acquired by the Firm during its representation of the Embassy or to use such information for another party's benefit.

The mutual understanding of the Firm and the Embassy as to waivers will continue in effect even if the Firm's representation of you is ended at your election (which, of course, you would be free to do so at any time) or by the Firm (which would be subject to ethical requirements). It is the Firm's understanding that this letter is being executed on behalf of the Embassy by a person duly authorized to do so.

Confidentiality

The Firm recognizes that in the course of our representation of the Embassy of Mexico, we may become aware of information, practices, or policies which you may wish to keep confidential. Our firm agrees to maintain that confidentiality and not disclose to any outside party any information either during the period of this contract or thereafter, to the extent allowed by law.

Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia and nothing herein shall be construed as a waiver of the sovereign immunity of the Embassy of Mexico.

Declaration of the Embassy

In accordance with the Acquisitions Law, the Embassy of Mexico underscores that it has received the corresponding budget expenditure authorization to pay Skadden the retainer.

Additionally, in compliance with the Acquisitions Law, the Embassy of Mexico indicates that before retaining Skadden, the Acquisitions, Leasing Agreements and Services Committee, and the *Oficialia Mayor* of the Secretariat of Foreign Affairs of Mexico have dully authorized it to sign this document.

The Acquisitions, Leasing Agreements and Services Committee of the Secretariat of Foreign Affairs of Mexico authorized the retaining of Skadden to provide the above-described services through a restricted invitation process followed by direct adjudication. This method was used due to the fact that making public the nature of the requested services could compromise confidential information for the Embassy of Mexico. The selection process of Skadden took place over several months during which the Embassy of Mexico carried out a thorough research to identify consulting firms in the United States, which could comply with the Embassy's needs concerning legal advise, strategic communication, public policies analysis, and lobbying.

After the identification of several consulting firms, the Embassy of Mexico was able to verify their reputation and their professional backgrounds. The Embassy of Mexico paid special attention to verify that the identified consulting firms complied with the legal, technical and financial conditions required for the timely fulfillment of the scope of the engagement, with high professional standards under the strict surveillance of the Embassy of Mexico .

The Embassy of Mexico carried out a thorough search on the capabilities of each identified consulting firm, taking into account the following criteria:

1. The consulting firms give the Embassy of Mexico's account a special specific weight among their clients.

2. The consulting firms' structures facilitate the application of a nationwide strategy.

3. The consulting firms have experts on the most relevant aspects of the bilateral agenda.

4. The associates and partners of the consulting firm were able to establish contacts at the highest level in the U.S. Congress, the Administration and interests groups.

5. That the highest ranking partners and associates of the consulting firm directly participate and get involved in the performance of the scope of engagement for the services to be provided.

Skadden agrees that the Embassy of Mexico will invariably be the only holder of all copyrights and all other exclusive rights deriving from the services, analyses, researches and memoranda prepared by Skadden, within the scope of engagement of this Agreement.

Finally, the Embassy of Mexico underscores that the Ambassador of Mexico in the U.S. is empowered to sign this letter of intent.

If this letter is satisfactory, please sign a copy and return it to me after reviewing it with your counsel. Obviously, if you want to discuss any aspect of this letter further, please call me. Again, we very much appreciate the opportunity to work with you on this very exciting project.

Sincerely,

Ivan A. Schlager
Admitted in California only

Agreed: 8.15.2001, 2001

Embassy of Mexico

By: _____
Ambassador Juan José Bremer
Washington, DC