U.S. Department of Justice
Washington, DC 20530

Amendment to Registration Statement

OMB No. 1105-0004
Approval Expires Oct. 31, 1983

Pursuant to the Foreign Agents Registration Act of 1938, as amended

1. Name of Registrant	2. Registration No.
ARNOLD & PORTER	1750

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for _____

☐ To give a 10-day notice of a change in information as required by Section 2(b) of the Act.

☐ Other purpose *(specify)* _____

☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-

Amended Exhibit B

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

This amendment to registrant's registration statement is to give notice of a change in an exhibit previously filed and to file an amended Exhibit B with respect to the Republic of Venezuela.

The undersigned swear(s) or affirm(s) that he has ~~(they have)~~ read the information set forth in this amendment and that he is *(they are)* familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his *(their)* knowledge and belief.

William D. Rogers

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Subscribed and sworn to before me at Washington, DC

this 18th day of October, 19 84 Phyllis Marilyn Levine

(Notary or other officer)

My commission expires May 14, 1986

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0007
Approval Expires Oct. 31, 1983

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. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
ARNOLD & PORTER	Republic of Venezuela

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.

2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

3. ☐ The agreement or understanding between the registrant and 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 the expenses, if any, to be received.

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

The Registrant will render advice on U.S. laws, regulations and policies that may affect or relate to the external finances of the foreign principal. For services rendered during the period covered by the attached contract, the fee for such representation is to be determined periodically based on usual hourly charges and other criteria for legal fees, plus out-of-pocket expenses, subject to the limitations on amount reflected in the attached contract.

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

The Registrant has rendered and will render legal advice to the foreign principal with respect to U.S. laws, regulations and policies that may affect or relate to the external finances of the foreign principal and will engage in other activities as required in legal representation of the principal.

The Registrant engages and will engage in activities on behalf of the foreign principal that do not require registration under the Act. The Registrant is registering because some of its activities may require such registration.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?[1]
Yes ☒X 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 Registrant may engage in political activities on behalf of the foreign principal. The Registrant's activities may on occasion include communications on behalf of the foreign principal with Executive Branch officials, officials of government agencies, and with members of the U.S. Senate and House of Representatives and their staffs relating to legislation and actions of the Executive Branch and government agencies that may affect or relate to the foreign principal.

Date of Exhibit B	Name and Title	Signature
October 18, 1984	William D. Rogers, Partner	W. Rogers

[1] Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other 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.

CONVENIO DE ASESORIA JURIDICA PARA EL REFINANCIAMIENTO DE LA DEUDA EXTERNA DE LA REPUBLICA DE VENEZUELA

Entre el Ministerio de Hacienda de la República de Venezuela, representada en este acto por el doctor Manuel Azpúrua Arreaza, en su carácter de Ministro de Hacienda, según consta en Decreto N°1 del 2 de Febrero de 1984, publicado en Gaceta Oficial de la República de Venezuela N°32.910 de la misma fecha, quien en lo sucesivo se denominará " EL MINISTERIO", y el Escritorio Jurídico ARNOLD AND PORTER representada por el ciudadano Mark Stumpf de nacionalidad Estadounidense, pasaporte N° K 001910, debidamente autorizado según consta en comunicación de esa firma, quien en lo sucesivo se denominará "EL ASESOR", se ha convenido en celebrar el siguiente Convenio de Asesoría:

CLAUSULA PRIMERA: "EL ASESOR" se compromete a asistir y asesorar a "EL MINISTERIO" en los aspectos legales relacionados con el manejo y refinanciamiento de la Deuda Pública Externa de Venezuela.

CLAUSULA SEGUNDA: "EL MINISTERIO" pagará a "EL ASESOR", por concepto de Honorarios Profesionales derivados de este Convenio, las facturas que le fueran presentadas de acuerdo a las consultas atendidas, hasta un monto que no excederá de UN MILLON DE DOLARES DE ESTADOS UNIDOS DE AMERICA (US$ 1,000,000.oo), pagaderos en US$ con exclusión de otra moneda, equivalentes a SIETE MILLONES QUINIENTOS MIL BOLIVARES (Bs. 7.500.000,oo) al cambio de Bs.7,50 por dólar de los Estados Unidos de América.

CLAUSULA TERCERA: "EL MINISTERIO" conviene en que los gastos de pasajes, viáticos, telefonemas, telex y otros similares, relacionados con la celebración, ejecución de este Convenio será reembolsado a "EL ASESOR" al término de cada mes, de acuerdo con la relación debidamente conformadas por "EL MINISTERIO" hasta por un monto máximo de DOSCIENTOS MIL DOLARES DE LOS ESTADOS UNIDOS DE AMERICA (US$ 200.000,oo), pagaderos en US$ con exclusión de otra moneda, equi-

.../.../...

valente a UN MILLON QUINIENTOS MIL BOLIVARES (BS.1.500.000,oo), al cambio de Bs. 7.50 por dólar de los Estados Unidos de América.

CLAUSULA CUARTA: Este Convenio empezará a regir a partir del 15 de Junio de 1984 hasta el 31 de Diciembre de 1984. " EL MINISTERIO" se reservará el derecho de rescindir este Convenio en cualquier momento, con treinta (30) días de preaviso, dado por escrito.

CLAUSULA QUINTA: Cualquier divergencia o controversia que pudiera surgir acerca de la interpretación o ejecución del presente Convenio, será decidida por los tribunales de la República de Venezuela, de conformidad con sus leyes.

En Caracas, a los días del mes de Julio de 1984.

POR "EL MINISTERIO"

Manuel Azpúrua Arreaza
Ministro de Hacienda

POR "EL ASESOR"

Mark Stumpf

CERTIFICATE

I, Whitney Debevoise, hereby certify that I am competent to translate from Spanish into English, and that the translation of the Contract for Legal Advice Concerning the Refinancing of the External Debt of the Republic of Venezuela, attached hereto, is true and accurate.

Whitney Debevoise
Whitney Debevoise

City of Washington)
) ss:
District of Columbia)

Subscribed and sworn to by Whitney Debevoise this 20th day of December, 1984.

Phyllis Marilyn Lewne

CONTRACT FOR LEGAL ADVICE CONCERNING THE REFINANCING OF THE EXTERNAL DEBT OF THE REPUBLIC OF VENEZUELA

The Minister of Finance of the Republic of Venezuela, represented herein by Dr. Manuel Azpurua Arreaza, in his capacity as Minister of Finance, as is evidenced by Decree No. 1 of February 2, 1984, published in the Official Gazette of the Republic of Venezuela No. 32,910 of the same date, hereinafter the "Ministry", and the law firm of Arnold & Porter, represented by U.S. citizen Mark Stumpf, passport No. K 001910, duly authorized as is evidenced in a letter from that firm, hereinafter the Adviser, have agreed to execute the following Contract for Legal Advice:

First Clause: The Adviser promises to assist and advise the Ministry with the legal issues related to the management and refinancing of the external public debt of Venezuela.

Second Clause: The Ministry shall pay to the Adviser as professional fees under this Contract the statements which are presented in accordance with the tasks undertaken up to an amount not to exceed one million U.S. dollars (US$ 1,000,000.00), payable in U.S. dollars to the exclusion of any other currency,

equal to seven million five hundred thousand bolivars (Bs. 7,500,000.00) at the exchange rate of Bs. 7.50 per U.S. dollar.

Third Clause: The Ministry agrees that expenses for transportation, travel, telephone calls, telex and other similar expenses related to the signing and fulfillment of this Contract shall be reimbursed to the Adviser monthly in accordance with a statement duly approved by the Ministry for a maximum amount of two hundred thousand U.S. dollars (US$ 200,000.00), payable in U.S. dollars to the exclusion of any other currency, equal to one million five hundred thousand bolivars (Bs. 1,500,000.00) at the exchange rate of 7.50 per U.S. dollar.

Fourth Clause: This Contract shall govern starting on June 15, 1984 and running through December 31, 1984. The Ministry reserves the right to cancel this contract at any time on thirty days' advance notice in writing.

Fifth Clause: Any disagreement or dispute which may arise concerning the interpretation or performance of this Contract shall be decided by the courts of the Republic of Venezuela in accordance with its laws.

Done in Caracas on this ____ day of July, 1984.

For the Ministry

Manuel Azpurua Arreaza
Minister of Finance

For the Adviser

Mark Stumpf