U.S. Department of Justice
Washington, DC 20530

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

OMB No. 1105-0004
Approval Expires Oct 31, 1986

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-

None

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 information relating to the Exhibit B filed for a foreign principal of the registrant, Republic of Venezuela. The Registrant has entered into a new written agreement with the foreign principal for the period ending December 31, 1989 (a copy of which was received about July 6, 1989). A copy is attached.

'89 AUG -1 P3:59

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.

Patrick FJ Macrory

(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 Arnold & Porter.

this 28th day of July, 19 89

(Notary or other officer)

My commission expires 7/31/93

CONVENIO DE ASESORIA JURIDICA
A LA REPUBLICA DE VENEZUELA
EN MATERIA DE CREDITO PUBLICO

Entre el Ministerio de Hacienda de la Republica de Venezuela, representada en este acto por la doctora Egle Iturbe de Blanco, en su caracter de Ministro de Hacienda, segun consta en Decreto No. 1 del 2 de febrero de 1989, publicado en Gaceta Oficial de la Republica de Venezuela No. 34.150 de la misma fecha, quien en lo sucesivo se denominara "EL MINISTERIO," y el Escritorio Juridico ARNOLD & PORTER representada por el ciudadano Mark Stumpf de nacionalidad Estadounidense, pasaporte No. 012058424, debidamente autorizado segun consta en comunicacion de esa firma, quien en lo sucesivo se denominara "EL ASESOR," se ha convenido en celebrar el siguiente Convenio de Asesoria:

CLAUSULA PRIMERA: "EL ASESOR" se compromete a asistir y asesorar a "EL MINISTERIO" en los aspectos legales relacionados con el credito publico externo de la Republica de Venezuela, incluyendo el refinanciamiento de la deuda publica externa.

CLAUSULA SEGUNDA: "EL MINISTERIO" pagara 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 excedera de UN MILLON QUINIENTOS MIL DOLARES DE ESTADOS UNIDOS DE AMERICA (US$ 1.500.000,00), pagaderos en dolares de los Estados Unidos Norteamericanos.

CLAUSULA TERCERA: "EL MINISTERIO" conviene en que los gastos de pasajes, viaticos, telefonemas, telex, impresion y otros similares, relacionados con la celebracion, ejecucion de este Convenio sera reembolsado a "EL ASESOR" al termino de cada mes, de acuerdo con la relacion debidamente conformada por "EL MINISTERIO" hasta por un monto maximo de QUINIENTOS MIL DOLARES DE LOS ESTADOS UNIDOS DE AMERICA (US$ 500.000,00), pagaderos en dolares de los Estados Unidos Norteamericanos.

CLAUSULA CUARTA: Este Convenio empezara a regir a partir del 1° de Enero de 1989 hasta el 31 de Diciembre de 1989. "EL MINISTERIO" se reservara el derecho de rescindir este Convenio en cualquier momento, con treinta (30) dias de preaviso, dado por escrito.

CLAUSULA QUINTA: Cualquier divergencia o controversia que pudiera surgir acerca de la interpretacion o ejecucion del presente Convenio, sera

decidida por los Tribunales de la Republica de Venezuela, de conformidad con sus leyes.

En Caracas, a los 2 dias del mes de mayo de 1989.

Por "EL MINISTERIO"

Egle Iturbe de Blanco
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 to the Republic of Venezuela Regarding Public Credit Matter, attached hereto, is true and accurate.

Whitney Debevoise

Whitney Debevoise

City of Washington)
) ss.
District of Columbia)

Subscribed and sworn to before me by Whitney Debevoise this 27th day of July, 1989.

Notary Public

My Commission Expires February 14, 1991

CONTRACT FOR LEGAL ADVICE TO

THE REPUBLIC OF VENEZUELA

REGARDING PUBLIC CREDIT MATTER

Between the Ministry of Finance of the Republic of Venezuela, represented in this action by Dr. Egle Iturbe de Blanco, in her capacity as Minister of Finance according to Decree No. 1 of February 2, 1989, published in the Official Gazette of the Republic of Venezuela No. 34.150 of the same date, which will be known hereafter as the "Ministry", and the Law Firm of Arnold and Porter, represented by Mark Stumpf, a citizen of the United States, passport number 012058424, duly authorized through notification from said firm, who will be known hereafter as the "Adviser", who have agreed to carry out the following Contract for Legal Advice:

FIRST CLAUSE: The Adviser undertakes to provide legal assistance and advice to the Ministry on matters related to the external public credit of the Republic of Venezuela, including the refinancing of the Republic's public external debt.

SECOND CLAUSE: The Ministry will pay the Adviser for professional fees resulting from this Agreement, as stated in invoices reflecting services rendered, up to an amount not to exceed ONE MILLION FIVE HUNDRED THOUSAND U.S. DOLLARS, (US$ 1,500,000.00), payable in U.S. dollars.

THIRD CLAUSE: The Ministry agrees that the Ministry will reimburse the Adviser for travel expenditures, telephone and telex costs, the cost of printing services and similar costs related to the performance of this Agreement. This reimbursement shall be made at the end of each month in accordance with a duly conforming account statement and shall not exceed a total amount of FIVE HUNDRED THOUSAND U.S. DOLLARS, (US$ 500,000.00) payable in U.S. dollars.

FOURTH CLAUSE: This Agreement will be effective from January 1, 1989 until December 31, 1989. The Ministry reserves the right to rescind this Agreement at any time, with thirty (30) days prior written notice.

FIFTH CLAUSE: Any disagreement or controversy arising from the interpretation or execution of this Agreement will be decided by the Courts of the Republic of Venezuela, in conformity with Venezuelan law.

In Caracas, the 2nd day of the month of May, 1989.

For the Ministry	For the Adviser
/s/	/s/
Egle Iturbe de Blanco	Mark Stumpf
Minister of Finance	