U.S. Department of Justice
Washington D.C. 20530

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

OMB No. 1105-0004

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney Genreral transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

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 with new written agreement with the foreign principal. (See item 5 below.)

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 A and an Exhibit B previously filed. The response to item 6(b) of Exhibit A with respect to the Republic of Venezuela should be amended to state "Finance Minister Dr. Carlos Rafael Silva." In addition, an amended Exhibit B with a new written agreement with the foreign principal for the period ending December 31, 1993, is attached.

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INTERNAL SECURITY
SECTION
REGISTRATION UNIT

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.

Lawrence A. Schneider

Lawrence A. Schneider

(All 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 D.C.,

this 13th day of July ,19 93 Letitia M. Dyson

(Notary or other officer)

My commission expires May 14, 1994

*U.S. GPO: 1991-300-811/49217

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 Nov. 30, 1993

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 triplicate 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, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney Genreral transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Arnold & Porter	Republic of Venezuela

Check Appropriate Boxes:

1. [X] The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three 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 three 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 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 the expenses, if any, to be received.

See attached written agreement

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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, international trade, communications and other matters of interest to the foreign principal. 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. See attached written agreement.

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, international trade, communications and other matters of interest to 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 ☒ 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
July 13, 1993	Lawrence A. Schneider, Partner	Lawrence A. Schneider

[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.

*U.S. GPO: 1992-312-332/61638

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. Carlos Rafael Silva, in his capacity as Minister of Finance according to Decree No. 3031 of June 9, 1993, published in the Official Gazette of the Republic of Venezuela No. 35.229 of the same date, which will be known hereafter as the "Ministry," and the Law Firm of Arnold & 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.

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U.S. TREASURY DEPARTMENT

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 ONE MILLION U.S. DOLLARS (US$ 1,000,000.00) payable in U.S. dollars.

FOURTH CLAUSE: This Agreement will be effective from January 1, 1993 until December 31, 1993. 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 14th day of the month of June, 1993.

For the Ministry	For the Adviser
/s/ Carlos Rafael Silva	/s/ Mark H. Stumpf
Carlos Rafael Silva Minister of Finance	Mark Stumpf

CERTIFICATE

I, Maria Cristina Sunkel, 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.

Maria Cristina Sunkel

City of Washington)
) ss:
District of Columbia)

Subscribed and sworn to by Maria Cristina Sunkel this 12 day of July, 1993

Notary Public

My Commission Expires February 14, 2004

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 el doctor Carlos Rafael Silva, en su caracter de Ministro de Hacienda, segun consta en Decreto No. 3031 del 09 de Junio de 1993, publicado en Gaceta Oficial de la Republica de Venezuela No. 35.229 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, incluyendo el refinanciamiento de la deuda publica externa, de la Republica de Venezuela.

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 por servicios de asesoria prestados por otras empresas consultoras, 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 UN MILLON DE DOLARES DE ESTADOS UNIDOS DE AMERICA (US$ 1.000.000,00), pagaderos en dolares de los Estados Unidos Norteamericanos.

CLAUSULA CUARTA: Este Convenio empezara a regir a partir del 1° de Enero de 1993 hasta el 31 de Diciembre de 1993. "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 14 dias del mes de Junio de 1993.

Por "EL MINISTERIO"

Carlos Rafael Silva
Ministro de Hacienda

Por "EL ASESOR"

Mark Stumpf

REPUBLICA DE VENEZUELA
MINISTERIO DE HACIENDA
DESPACHO DEL MINISTRO