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

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 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, 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.
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 the period ending _____

☐ Other purpose *(specify)* _____

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

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

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

Agreement (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 space is insufficient, a full insert page must be used.)*

This amendment to Registrant's Registration Statement is to give notice of a change in an Exhibit B previously filed with respect to the Republic of Venezuela. Registrant has entered into a new written agreement with the foreign principal for services rendered during 1998. A copy of the new agreement is attached.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)	(Type or print name under each signature[1])
August 13, 1998	James J. Sandman

1 This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

CONVENIO DE ASESORÍA JURÍDICA A LA REPÚBLICA DE VENEZUELA EN MATERIA DE CRÉDITO PÚBLICO

Entre el Ministerio de Hacienda de la República de Venezuela, representada en este acto por la ciudadana Dra. **MARITZA IZAGUIRRE**, en su carácter de **Ministro de Hacienda**, según consta en Decreto N° 2.588 del 01 de julio de 1998, publicado en la Gaceta Oficial de la República de Venezuela N° 36.486 de la misma fecha, quien en lo sucesivo de denominará **"EL MINISTERIO"**, por una parte y por la otra el **Escritorio Jurídico ARNOLD & PORTER**, representado por el señor **MARK STUMPF** de nacionalidad Estadounidense, Pasaporte N° 015299567, debidamente autorizado según consta en comunicación de esa misma firma de fecha 16 de diciembre de 1997, quien en lo sucesivo se denominará **"EL ASESOR"**, se ha convenido en celebrar el siguiente Convenio de Asesoría:

CLÁUSULA PRIMERA: OBJETO.

"EL ASESOR" se compromete a asistir y asesorar a **"EL MINISTERIO"** en todos los aspectos legales relacionados con el crédito público externo, incluyendo las contrataciones y el financiamiento de la deuda pública externa de la República de Venezuela y en general, prestar la asesoría legal vinculada con el objeto principal del presente contrato que le sea solicitada por **"EL MINISTERIO"**.

CLÁUSULA SEGUNDA: HONORARIOS PROFESIONALES.

"EL MINISTERIO" pagará a **"EL ASESOR"**, por concepto de Honorarios Profesionales derivados de este Convenio, en atención a los trabajos encomendados por **"EL MINISTERIO"** y efectivamente realizados por **"EL ASESOR"**, durante la vigencia del presente Contrato, hasta un monto máximo que no excederá de **UN MILLÓN QUINIENTOS MIL DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA (US$ 1.500.000,00)**, los cuales serán pagaderos en Dólares de los Estados Unidos Norteamericanos, con exclusivo de cualquiera otra moneda. Los pagos se efectuarán al tipo de cambio vigente para el momento en que se realice la operación.

CLÁUSULA TERCERA: FACTURACIÓN.

Los honorarios profesionales serán facturados en atención a las tarifas (hora/hombre) del personal de que dispone **"EL ASESOR"** para el cumplimiento del presente Contrato; tarifa ésta que como "Anexo A" forma parte integrante del presente Contrato. **"EL ASESOR"**

facturará los honorarios causados por los servicios prestados que le hayan sido solicitados por **"EL MINISTERIO"** de la siguiente manera:

(a) En la factura se deberá indicar, el tipo de personal profesional utilizado y el tiempo empleado para cada trabajo; lo cual se hará tomando en cuenta las tarifas indicadas en el "Anexo A" del presente Contrato.

(b) En la factura se deberá indicar, en forma precisa y detallada, el tipo de trabajo encomendado y ejecutado.

CLÁUSULA CUARTA: GASTOS DEL CONVENIO, PASAJES Y VIÁTICOS.

"EL MINISTERIO" conviene en pagarle a **"EL ASESOR"** por los gastos, pasajes y viáticos en que hubiera efectivamente incurrido en la ejecución y vigencia del presente Contrato hasta por un monto máximo de **UN MILLÓN DE DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA(US$ 1.000.000,00)**, los cuales serán pagaderos en Dólares de los Estados Unidos Norteamericanos, con exclusivo de cualquiera otra moneda. Los pagos se efectuarán al tipo de cambio vigente para el momento en que se realice la operación.

4.1) GASTOS ADMINISTRATIVOS:

Conjuntamente con la facturación de honorarios a que se hace referencia en la cláusula anterior, **"EL ASESOR"** presentará a **"EL MINISTERIO"** una relación detallada de los gastos en que hubiera incurrido en la ejecución de los trabajos encomendados de conformidad con el presente Contrato, tales como: teléfono, telex, fax, impresión y otros similares; dicha relación y factura de gastos deberá indicar la identificación del tipo de gasto incurrido con especificación del trabajo encomendado a que corresponda.

CLÁUSULA QUINTA:

Las partes convienen en que tanto las facturaciones por concepto de Honorarios Profesionales como por gastos serán hechas por **"EL ASESOR"** por meses calendarios vencidos y de acuerdo a los servicios prestados y gastos incurridos.

CLÁUSULA SEXTA: SOLICITUD DE LOS TRABAJOS DE ASESORÍA.

Para el reconocimiento de los trabajos que realice **"EL ASESOR"** para **"EL MINISTERIO"** en cumplimiento del presente Contrato, se requerirá constancia de que los mismos hayan sido solicitados expresamente por **"EL MINISTERIO"** a través de uno

cualquiera de los siguientes funcionarios: (a) El Ministro de Hacienda; (b) El Director General del Ministerio de Hacienda; (c) El Director General Sectorial de Finanzas Públicas; (d) El Director Adjunto de la Dirección General Sectorial de Finanzas Públicas o (e) El Director de la Unidad de Asesoria Legal de Finanzas Públicas; o los funcionarios que hagan sus veces; o los funcionarios a quienes el Director General Sectorial de Finanzas Públicas designe a tal efecto.

CLÁUSULA SÉPTIMA: NOTIFICACIONES.

A los efectos de las notificaciones, autorizaciones o comunicaciones, entre las partes, a que se refiere este Convenio, las mismas deberán hacerse en forma escrita, via correo, personal, telefax o cualquier otro medio donde quede constancia expresa y escrita en este sentido.

A los efectos de la presente cláusula, las direcciones de las partes son las siguientes:

EL MINISTERIO DE HACIENDA:

Dirección General Sectorial de Finanzas Públicas
Ministerio de Hacienda
Edificio Ramia
Avenida Urdaneta
Esq. de Carmelitas
Caracas, Venezuela
Teléfono: 802-1883
Fax: 802-1893

EL ASESOR:

Escritorio Arnold & Porter
555 12th Street, N.W.
Washington, D.C. 20004
Teléfono: (202) 942-5000
Fax: (202) 942-5999.

Cualquier cambio de dirección deberá ser notificado a la otra parte a la brevedad posible.

CLÁUSULA OCTAVA: DOCUMENTACIÓN DERIVADA DEL CONTRATO.

Sujeto a las normas vigentes del Colegio de Abogados del Distrito de Columbia, Estados Unidos, en virtud de que son por cuenta de **"EL MINISTERIO"** todos los gastos en que

incurre "EL ASESOR" en ejecución del presente Convenio de Asesoría, queda entendido que la propiedad de los documentos, informes, opiniones y demás resultados de su ejecución son propiedad de la República de Venezuela.

En todo caso, "EL ASESOR" se obliga a mantener los originales de la documentación en referencia bajo su guarda y a disposición de "EL MINISTERIO".

CLÁUSULA NOVENA: CONFIDENCIALIDAD.

"EL ASESOR" se obliga a guardar la más amplia y estricta confidencialidad sobre los trabajos, consultas, informes u otros que le fueran encomendados o requeridos por "EL MINISTERIO" en ejecución del presente Convenio.

CLÁUSULA DÉCIMA: CURSOS DE ACTUALIZACIÓN.

Con la finalidad de lograr un mayor intercambio de información que facilite la ejecución de esta asesoría y la ejecución jurídico financiera de las operaciones de crédito público de la República de Venezuela en el exterior, "EL ASESOR" se compromete a suministrar a "EL MINISTERIO", en la medida de sus posibilidades, un programa de cursos de actualización o entrenamiento legal para personal profesional de "EL MINISTERIO". Dichas actividades se harán sobre la materia objeto del presente Convenio y se llevaría a cabo en la sede donde "EL ASESOR" realice sus trabajos; los mismos serán de corta duración y se podrá nominar un máximo de dos profesionales por curso.

Los costos en que se pueda incurrir por tales conceptos serán con cargo al presente contrato, deberán ser estimados previamente por "EL ASESOR" y sometidos a la aprobación previa de "EL MINISTERIO".

CLÁUSULA DÉCIMA PRIMERA: CONTRATACIÓN DE OTRAS CONSULTORAS POR "EL ASESOR":

"EL MINISTERIO" conviene en que en caso de que por la naturaleza de los trabajos encomendados "EL ASESOR" considerase necesario la contratación de otras empresas consultoras, se procederá de la siguiente manera:

11.1) "EL ASESOR" notificará a "EL MINISTERIO" la necesidad de contratar una determinada firma consultora para un caso específico.

11.2) En dicha propuesta se indicará la identificación de la referida firma consultora propuesta, y, en cuanto la medida de lo posible, la experiencia o conveniencia de tal

contratación, y el monto estimado de los honorarios que dicha firma cobraría por los trabajos a realizarse.

11.3) Con base a los elementos antes indicados **"EL MINISTERIO"** otorgará, en forma previa, su conformidad expresa, si tal fuera el caso.

CLÁUSULA DÉCIMA SEGUNDA: VIGENCIA.

Este Convenio empezará a regir a partir del 01 de enero de 1998 hasta el 31 de diciembre de 1998. **"EL MINISTERIO"** se reservará el derecho de rescindir unilateralmente este Convenio en cualquier momento, con la sola notificación dada por escrito a **"EL ASESOR"**, con treinta (30) días de antelación. **"EL ASESOR"** conviene que tal decisión por parte de **"EL MINISTERIO"** no generará indemnización alguna en su contra, derivada de ese concepto. No obstante, en caso de producirse la rescisión unilateral anticipada quedarán vigentes y pendientes las obligaciones de pago o de hacer efectivamente causadas para esa fecha.

CLÁUSULA DÉCIMA TERCERA: JURISDICCIÓN.

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.

Se hacen tres (3) ejemplares de un mismo tenor y a un sólo efecto en Caracas, a los _____ días del mes de _____ de mil novecientos noventa y ocho.

Por **"EL MINISTERIO"**

MARITZA IZAGUIRRE

Por **"EL ASESOR"**

MARK STUMPF

(1)

ANEXO A

Tarifas del Personal Profesional
Aplicables en 1998
(En U.S. Dólares)

Categoría de Personal	Tarifa por Hora
Socios	Entre $ 268 y $ 410
Consejeros	Entre $ 260 y $ 276
Abogados Asociados	Entre $ 131 y $ 256
Para Profesionales	Entre $ 40 y $ 180

09-07-98.-
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CERTIFICATE

I, Allison J. Brooks, hereby certify that I am competent to translate from Spanish into English, and that the translation of the Agreement for Legal Counsel to the Republic of Venezuela in matters of Public Credit, attached hereto, is true and accurate.

Allison J. Brooks

Allison Brooks

City of Washington)
) ss:
District of Columbia)

Subscribed and sworn to by Allison J. Brooks this 12th day of August, 1998.

Notary Public

My Commission Expires May 15, 1999

Agreement for Legal Counsel to the Republic of Venezuela in matters of Public Credit

Between the Ministry of Finance of the Republic of Venezuela, represented by Dr. MARITZA IZAGUIRRE, Minister of Finance as evidenced in Decree No 2,588 of July 1, 1998, published in the Republic of Venezuela's Official Gazette No 36,486 ("THE MINISTRY"); and ARNOLD & PORTER, represented by MARK STUMPF, a citizen of the United States of America, passport No 015299567, duly authorized to-enter into this agreement by letter dated December 16, 1997 ("THE COUNSEL") it has been agreed to enter into the following Counseling Agreement:

Article 1: Purpose

THE COUNSEL hereby agrees to provide counseling to THE MINISTRY with regard to all legal aspects of the external public credit, including agreements and financing, of the Republic of Venezuela's public external debt, and generally provide legal counsel on all aspects related to the purposes of this agreement as requested by THE MINISTRY.

Article 2: Counsel Fees

THE MINISTRY will pay THE COUNSEL the fees derived from the counseling requested by THE MINISTRY, and effectively provided by THE COUNSEL, during the period in which this contract is in force, not exceeding ONE MILLION FIVE HUNDRED THOUSAND U.S. DOLLARS (US$ 1,500,000.00), paid in no other currency than U.S. Dollars. The payments will be made at the exchange rate in use at the time of the transaction.

Article 3: Billing

Counsel fees will be billed in accordance with the rates (person/hours) for THE COUNSEL's personnel involved pursuant to this agreement, as described in Annex A of this agreement. THE COUNSEL will bill the fees for services required by THE MINISTRY in the following manner:

(a) The bill must indicate the category of professional involved in the work and the time spent for each task, which will be in accordance with the rates described in Annex A of this agreement.
(b) The bill must also indicate, in a precise and detailed manner, the type of work requested and carried out.

Article 4: Expenses of the agreement. transportation and travel expenses.

THE MINISTRY agrees to reimburse THE COUNSEL for all expenses, including transportation fares and travel expenses incurred in connection with this agreement, up to

the sum of ONE MILLION U.S. DOLLARS (US$ 1,000,000.00), paid in no other currency than U.S. Dollars. The payments will be made at the exchange rate in use at the time of the transaction.

4.1) Administrative expenses
Together with the billing of counsel fees described in the previous article, THE COUNSEL will provide THE MINISTRY with a detailed description and billing of expenses incurred in connection with this agreement, such as telephone, telex, fax, printing and others. This description and billing must specify the type of expenses and the required task to which it relates.

Article 5

The parties hereby agree that billing for counsel fees and expenses will be done by THE COUNSEL at the end of each calendar month, and in accordance with services rendered.

Article 6: Request for Counsel

Any work performed by THE COUNSEL for THE MINISTRY in connection with this agreement, will require a certification that the work has been requested by THE MINISTRY through any of the following officials; a) The Minister of Finance; b) The Director General of the Ministry of Finance; c) The General Sectoral Director of Public Finance; d) The Deputy Director of the Directorate of Public Finance; or e) The Director of Public Finance Legal Counseling; or any official entrusted with their functions: or any official expressly authorized for this purpose by the General Sectoral Director of Public Finance.

Article 7: Communications

All communications, notifications and authorizations among the parties in connection with this agreement shall be made in written form, by mail, personal delivery, telefax or any other manner in which written confirmation may be made.
For the purposes of this article, the addresses of the parties are as follows:

THE MINISTRY
Dirección General Sectorial de Finanzas Públicas
Ministerio de Hacienda
Edificio Ramia
Avenida Urdaneta
Esq. De Carmelitas
Caracas, Venezuela
Telephone: 802-1883
Fax: 802-1893

THE COUNSEL
Arnold & Porter
555 Twelfth Street. N.W.

Washington, D.C. 20004
Telephone: (202) 942-5000
Fax: (202) 942-5999

Any change of address must be notified as soon as possible to the other party.

Article 8: Documentation produced in accordance with the agreement

Under current provisions of the District of Columbia Bar Association, since THE MINISTRY is responsible for all of THE COUNSEL's expenses arising from this agreement, it is understood that The Republic of Venezuela is the sole owner of the documents, briefs, opinions and other results arising from this agreement.

THE COUNSEL will keep this original documentation, and it will be at the disposal of THE MINISTRY.

Article 9: Confidentiality

THE COUNSEL hereby agrees to keep in absolute and strict confidentiality the works, briefs and other tasks required from THE COUNSEL by THE MINISTRY pursuant to this agreement.

Article 10: Professional Development

For the purpose of achieving a further exchange of information in order to facilitate the carrying out of this agreement and the carrying out of the Republic of Venezuela's foreign public credit operations from a legal and financial standpoint. THE COUNSEL hereby agrees to provide. to the extent reasonably practicable, a program of professional development courses or legal training for THE MINISTRY's professional personnel. These courses will relate to the matters covered by this agreement, and will take place in the headquarters of THE COUNSEL. The courses will be of short duration and a maximum of two professionals shall be nominated to participate in them.
The costs that may be incurred in connection with these courses will be charged under this agreement, and shall be estimated in advance by THE COUNSEL and submitted to THE MINISTRY for its prior approval.

Article 11: Use of other consultants by THE COUNSEL

THE MINISTRY agrees that in the case that, due to the specific nature of the work requested from THE COUNSEL, THE COUNSEL deems it necessary to engage other consultants, it will proceed in the following manner:

11.1) THE COUNSEL will notify THE MINISTRY of the need to engage a specific consultant for a specific case.
11.2) In this proposal, the firm of consultants to be engaged must be duly identified, and, if possible, the consultant's relevant experience must be included, the reasons for the need to engage them and the estimated amount of fees that such consultant would charge for its services.
11.3) Based on the above factors, THE MINISTRY will give its approval, which shall be given in advance.

Article 12: Entry into force

This agreement will enter into force on January 1, 1998 and will remain in force until December 31, 1998. THE MINISTRY will have the right unilaterally to terminate this contract at any time subject only to the giving of at least thirty (30) days advance notice. The COUNSEL agrees that such decision on behalf of THE MINISTRY will not give rise to any claim for indemnification against THE MINISTRY arising from such termination. However, in case the contract is terminated unilaterally, prior to its stated termination date, all unpaid amounts and other obligations outstanding at the date of termination on behalf of THE MINISTRY will remain fully in force.

Article 13: Jurisdiction

Any conflict or controversy arising from the interpretation or execution of this agreement will be decided by the Courts of the Republic of Venezuela, and according to Venezuelan legislation.

Effective in Caracas, _____, 1998

for THE MINISTRY
MARITZA IZAGUIRRE

for THE COUNSEL
MARK STUMPF

ANNEX A

Rates for Professional Personnel
Applicable in 1998 (in U.S. Dollars)

Category of Personnel	Rate per hour
Partners	Between $268 and $410
Of Counsel	Between $260 and $276
Associates	Between $131 and $256
Paralegals	Between $ 40 and $180