FORM OBD - 67
JAN 1977

UNITED STATES DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20530

OMB No. 43-R0216
Approval expires Oct. 31, 1981

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CRIMINAL DIVISION
OCT 3 03 PM '82
INTERNAL SECURITY
SECTION
REGISTRATION UNIT

EXHIBIT A

TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant

Patton, Boggs & Blow

2. Registration No.

2165

3. Name of foreign principal

Republic of Haiti

4. Principal address of foreign principal

Republic of Haiti
Departement des Affaires
Estrangeres et des Cultes
Port-au-Prince, Haiti B.W.I.

5. Indicate whether your foreign principal is one of the following type:

☒ Foreign government

☐ Foreign political party

☐ Foreign or ☐ domestic organization: If either, check one of the following:

- ☐ Partnership
- ☐ Committee
- ☐ Corporation
- ☐ Voluntary group
- ☐ Association
- ☐ Other (specify) _____

☐ Individual - State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

Republic of Haiti
Departement des Affaires
Estrangeres et des Cultes
Port-au-Prince, Haiti B.W.I.

b) Name and title of official with whom registrant deals.

Jean-Robert Estime
Minister of Foreign Affairs

7. If the foreign principal is a foreign political party, state:

a) Principal address

N.A.

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

N.A.

b) Is this foreign principal N.A.

Owned by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal.... Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal.. Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal... Yes ☐ No ☐

Subsidized in whole by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

N.A.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N.A.

Date of Exhibit A	Name and Title	Signature
October 8. 1982	Robert H. Koehler Acting Managing Partner	R. H. Koehler

DOJ

Form OBD-65
Rev. 4-27-77
(Formerly DJ-304)

OMB
No. 48-R435
Approval Expires Oct. 31, 1981

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INTERNAL SECURITY
SECTION
REGISTRATION UNIT

UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

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.

Republic of Haiti

Name of Registrant	Name of Foreign Principal
Patton, Boggs & Blow	Departement des Affaires Estrangeres et des Cultes Port-au-Prince, Haiti B.W.I.

Check Appropriate Boxes:

1. [xx] 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.

Registrant will serve as Counsel to principal with respect to legal matters referred by principal concerning its relationship with the Executive and Legislative branches of the U.S. Government regarding such matters as foreign investment, customs, tariffs, immigration, foreign aid, and other matters as requested. Such services may include formal and/or informal advocacy of the principal's interests before U.S. Government agencies and advice and counsel with respect to the domestic and foreign policies of the U.S.

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

Formal and/or informal advocacy of the principal's interest before U.S. Government agencies and monitoring and reporting on developments of interest to the principal.

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 activities outlined under Item 5 above may constitute political activities. Such activites may be carried out through various means of advocacy, including prepared and extemporaneous testimony and efforts to persuade, such as informal meetings to present the foreign principal's interests.

Date of Exhibit B	Name and Title	Signature
October 8, 1982	Robert H. Koehler Acting Managing Partner	R. H. Koehler

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.

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TELECOPIER: 457-6315

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ITT TELEX: 440324

LONDON
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HAMOUD STREET
AL-KHOBAR, SAUDI ARABIA
864-3083
TELEX: 67-1315

JAMES R. PATTON, JR., P. C.
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THOMAS HALE BOGGS, JR., P. C.
TIMOTHY J. MAY, P. C.
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LAWRENCE G. MEYER
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FLORENCE W. PRIOLEAU
JONATHAN C. CARLSON
CLIFF MASSA III
RUSSELL V. RANDLE
SEAN P. McGUINNESS
MICHAEL G. PLANTAMURA
LISA A. SHAPIRO
JEAN V. MacHARG
DEREK W. LINDEN
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JOAN McCARTHY
PATRICK JAMES NOONAN

OF COUNSEL
WILLIAM D. HATHAWAY
CHARLES D. COOK

WRITER'S DIRECT DIAL

RECEIVED
CRIMINAL DIVISION
JUN 3 1983
FOREIGN AGENTS REGISTRATION UNIT
CRIMINAL SECURITY SECTION

RETAINER AGREEMENT

AGREEMENT made effective the first day of October, 1982 by and between Patton, Boggs & Blow, a partnership of lawyers organized and operating under the law of the District of Columbia of the United States of America (hereinafter called PBB) and the Republic of Haiti (hereinafter called the Client).

W I T N E S S E T H :

WHEREAS, PBB is a partnership of attorneys in the business of providing legal advice and services; and

WHEREAS, the Client is desirous of employing PBB for the purpose of having legal advice and services rendered to it; and

WHEREAS, PBB is willing to provide such legal advice and services to the Client

NOW THEREFORE, in consideration of the mutual covenants herein contained and of the mutual benefits herein provided, the Client and PBB hereby agree as follows:

1. Appointment and Period of Consultation.

The Client hereby appoints and retains PBB to furnish to the Client the legal advice and services herein described. The term of this Agreement shall

commence on October 1, 1982, and extend until September 30, 1983 and thereafter from year to year unless and until either party to this Agreement gives to the other party written notice of termination.

2. Duties.

PBB shall serve as Counsel to the Client with respect to all legal matters referred by the Client, which shall include, but not be limited to, the general representation of the Client in its relationship with the Executive and Legislative branches of the United States Government, the long-term and short-term objectives and plans of the Client in this relationship, which may include, but not be limited to, such matters as foreign investment, customs, tariffs, immigration, foreign aid, and such other needs of the Client in its relationship with other governmental or commercial entities as may arise. PBB shall perform such research, consultation, telephone consultation and correspondence as required to effectively perform the work requested. PBB shall maintain constant contact with the Client on all matters and shall inform the Client in the event of any occurrence which may or does alter or in any way affect the relationship between PBB and the Client pursuant to this Retainer Agreement. The Client will furnish PBB with all documents and information relating to its affairs as PBB may reasonably request and which the Client may deem appropriate in order to enable PBB to perform its services hereunder. There shall at all times be open channels of communication between PBB and the Client in order to assure that both parties will be kept informed on all relevant matters and in order to make the relationship between PBB and the Client as efficient and satisfactory as possible.

3. Compensation for PBB.

PBB shall be retained by the Client at an annual fee of $150,000 including expenses, payable monthly in advance and guaranteed by letters of credit acceptable to PBB and confirmed by a U.S. bank acceptable to PBB.

The Client shall make to PBB a payment in United States Dollars of $12,500 per month, said payment payable on the first day of each month during the life of this Retainer Agreement. The annual retainer fee will not be exceeded by PBB without the express written consent of the Client. All fees will be calculated at the firm's normal hourly rate.

Expenses shall include, but may not be limited to, costs of reproduction of documents, postage, telegram, telephone and telex costs and charges, overtime of secretarial assistance, transportation, hotel and restaurant charges, and such other related out-of-pocket costs and expenses as are incurred by PBB in the providing of the services under this Retainer Agreement.

All payments to be made by the Client shall be made in United States Dollars and shall be made to PBB in Washington, D.C. All payments and all reimbursements shall be made to PBB by the Client without reduction on account of any tax, levy, impost, license fee or other charge imposed by any foreign country or any political subdivision thereof (Foreign Taxes). The Client agrees to indemnify PBB and hold PBB harmless against any liabilities for Foreign Taxes imposed on PBB on account of the performance of any services to be rendered pursuant hereto by PBB, the receipt of payments or the reimbursements of expenses pursuant to the terms thereof.

The failure by the Client to make any of the installments or to make any of the expense reimbursements provided for in this Section shall be deemed to be a material breach of this Retainer Agreement.

4. Language.

If this Retainer Agreement is translated into another language, any dispute arising hereunder shall be governed by the Retainer Agreement in the English language. All communications relating to this Retainer Agreement shall be in the English language.

5. Notices.

Unless otherwise notified in writing by first class registered mail, the addresses of the respective parties hereto for the purposes of this Retainer Agreement shall be as follows:

A. If to PBB:

Patton, Boggs & Blow
2550 M Street, N.W.
Washington, D.C. 20037

B. If to the Client:

Departement des Affaires Etrangeres
et des Cultes
Port-au-Prince, Haiti W.I.

6. Termination of Agreement for Material Breach.

This Retainer Agreement shall cease and terminate upon the material breach of any provisions of this Retainer Agreement by either PBB or the Client. Whereby written notice of termination delivered by either party to this Agreement to the other party providing that termination shall take effect 30 days following receipt of said written notice of termination by the receiving party. This Retainer Agreement and liability and obligation of the parties hereunder shall cease and terminate effective upon the termination of this Agreement pursuant to such notice.

In the event of termination, all outstanding charges, as well as such charges as are necessary to an orderly termination, shall be due and payable within the 30-day termination period.

7. Assignment.

This Retainer Agreement shall not be assigned by either party hereto without the written permission of the other party.

8. Entire Agreement and Governing Law.

The headings of this Agreement are for convenience of reference only and shall not be considered as part of this Retainer Agreement or limit or otherwise affect the meaning of this Retainer Agreement. This Retainer Agreement embodies the entire understanding between the parties hereto, and no change, alteration or modification may be made hereof except in writing and signed by both parties hereto. This Retainer Agreement shall in all respects be governed and construed in accordance with the laws of the District of Columbia of the United States of America.

IN WITNESS WHEREOF, parties have caused this Retainer Agreement to be executed by its duly authorized representative as of the day and year first above written.

BY: _____
RONALD H. BROWN
For Patton, Boggs & Blow

For Republic of Haiti:

_____
JEAN-ROBERT ESTIME
Minister of Foreign Affairs

_____
FRANTZ MERCERON
Minister of Finance and Economic Affairs

_____
JEAN-MARIE CHANOINE
Minister of Presidence, Information and Public Relations