**U.S. Department of Justice**
Washington, DC 20530

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

OMB No. 1105-0003

*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
2550 M Street, N.W.
Washington, DC 20037

2. Registration No.

2165

3. Name of foreign principal

The American Environmental Company, Inc.

4. Principal address of foreign principal

1072 Thomas Jefferson St., N.W.
Washington, DC 20037

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.

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

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

a) Principal address

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

c) Principal aim

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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

Designing ships and containers for use in and scientific research concerning deep ocean isolation of wastes.

b) Is this foreign principal

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.)*

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.

Principal is a wholly owned subsidiary of Environmental Protection, Inc., a Liberian corporation.

| Date of Exhibit A | Name and Title | Signature |
|---|---|---|
| 6/17/92 | Timothy J. May<br>Managing Partner | |

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

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 |
|---|---|
| Patton, Boggs & Blow | The American Environmental Company, Inc. (Amenco) |

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. [X] 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, billing on an hourly basis, plus disbursements.

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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.

To provide legal advice and representation of the principal before Congress, the Environmental Protection Agency, the Department of Commerce, and other Federal agencies as required. Our specific mission will be to obtain a Federal permit for deep seabed waste disposal.

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.

Some of the activities above will include efforts to effect the formulation of Congressional policies regarding the disposal of waste material and U.S. environmental statutes.

| Date of Exhibit B | Name and Title | Signature |
|---|---|---|
| 6/17/92 | Timothy J. May<br>Managing Partner | |

[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.

PATTON, BOGGS & BLOW
2550 M STREET, N.W.
WASHINGTON, D.C. 20037
(202) 457-6000

TRT TELEX: 197780
TELECOPIER: 457-6315

WRITER'S DIRECT DIAL

(202) 457-6481

May 6, 1991

VIA TELECOPIER (011-472-832525)

Mr. Christian Kongsli

Dear Christian:

We are pleased that you have retained Patton, Boggs & Blow as counsel in connection with the Deep Ocean Isolation project we discussed last week, and to provide continuing legal advice and counsel.

This letter sets forth the basis on which Patton, Boggs & Blow will provide legal services to you.

As we explained, in our view, the feasibility of obtaining temporary authorization to conduct landfilling on the ocean floor should be evaluated over the next several weeks. We believe the matter should be reviewed with the appropriate congressional and administrative individuals before we are able to give you a realistic assessment of the likelihood of prevailing in our attempt to obtain permission for Deep Ocean Isolation.

We estimate the effort will cost somewhere between $40,000 and $75,000. We will bill our time on an hourly basis. My time is charged at $420 per hour, Bart Fisher's time is billed at $260 per hour, and John Martin's time is billed at $185 per hour. In addition, where appropriate, we anticipate using associates on the project. Their hourly rates range from $100 per hour to $145 per hour. While we cannot be certain as to the proportion of time necessary for the various participants in the project, we expect an average hourly rate of somewhere in the neighborhood of $200 per hour.

As we indicated in our previous correspondence, we ask that Amenco provide $50,000 to be used in this effort. We would propose to deposit the amount in the firm's trust account and bill time against this deposit.

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DEPT OF JUSTICE
ENVIRONMENTAL DIVISION

We will bill you monthly for legal services and for disbursements incurred in the performance of those legal services. Disbursements will include long distance telephone charges, delivery charges, reproduction costs, travel expenses, filing fees and other similar out-of-pocket expenses. We would appreciate prompt payment of our statements.

In assuming this representation, we are not aware of any conflicts of interest which would interfere with our full and adequate representation of your interests. Should such a conflict arise in the course of our representation, however, we reserve the right to limit the scope of our legal services to avoid such a conflict, or if necessary, to withdraw after taking steps to assure that you are properly and adequately represented.

We look forward to working with you. If you have any questions about our arrangement, please give me a call.

Sincerely,

Tom Boggs

PATTON, BOGGS & BLOW

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WASHINGTON, D.C. 20037
(202) 457-6000

TRT TELEX: 197780
TELECOPIER: 457-6315

WRITER'S DIRECT DIAL
(202) 457-6481

May 15, 1991

VIA TELECOPIER (011-472-832525)

Mr. Christian Kongsli

Dear Christian:

I met yesterday with Alex and Leicester to plan our future strategies on the Deep Ocean Isolation project. I made it clear that we can not proceed without the retainer amount of $50,000 being deposited.

Tom Boggs and I have agreed that you may deposit this retainer amount at the rate of $10,000 per month, as requested yesterday by Alex and Leicester. Following payment of the first $10,000 tranche, we can proceed with the busy schedule of meetings we have planned.

We will bill our actual time charges against this retainer amount, and it is understood that this "Phase I" assessment stage of the Deep Ocean Isolation project will cost $40,000-$75,000, as indicated in our letter of May 6, 1991, to you.

Christian, we are very much looking forward to working with you, Alex, and Leicester. I am confident we will have a successful outcome on the project.

Best personal regards.

Sincerely,

Bart S. Fisher

cc: Thomas H. Boggs, Jr.
Alexander Copson
Leicester LeSueur

BSF:dcw