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

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 .49 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.

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, NW
Washington, DC 20037

2. Registration No.

2165

3. Name of foreign principal

VARIG, S.A.

4. Principal address of foreign principal

Avenida Almirante Silvio de Noronha 365
22021 Rio de Janeiro, Brazil

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.

N/A

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

a) Principal address

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

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

Airline

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 ☐

Don't know. Some air routes may or may not be in part subsidized by the government.

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.

VARIG is owned 15% by the public through publicly-traded shares and 85% by the Ruben Berta Foundation, a charitable trust whose beneficiaries are the employees of VARIG.

Date of Exhibit A	Name and Title	Signature
April 21, 1994	Timothy J. May ~~Mananging Partner~~	Timothy J. May, by Ronald S. Lieberman, acting managing partner.

*U.S. Government Printing Office: 1993 — 342-487/72127

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
Patton, Boggs & Blow	VARIG, S.A.

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 three 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 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.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant is retained to assist foreign principal in its debt rescheduling with the Export-Import Bank of the United States.

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

Registrant will endeavor to restructure VARIG's debt with the Export-Import Bank of the United States.

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.

Some of Registrant's activities may include efforts to effect the formulation of policies toward VARIG's debt by officials of the Administration and members of Congress/

Date of Exhibit B	Name and Title	Signature
April 21, 1994	Timothy J. May Managing Partner	Timothy J. May, by Ronald L. Lichtman

[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

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

TWT Telex: 197560
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(202) 457-6460

April 14, 1994

BY FAX: (011-55-21) 272-5703

Mr. Rubel Thomas
Chairman, President & CEO
Varig S.A.
Rio de Janeiro
Brazil

Dear Mr. Thomas:

We are pleased that you have retained Patton, Boggs & Blow to represent Varig S.A. as counsel in connection with the development and implementation of a strategy designed to restructure Varig's indebtedness to the U.S. Export-Import Bank. This letter sets forth the basis on which Patton, Boggs & Blow will provide legal services to Varig S.A.

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. Certain of these items may be charged at more than our direct cost to cover overhead. We would appreciate prompt payment of our statements.

Our fees for legal services will be based on our standard hourly rates in effect when the work is performed. Our hourly rates for attorneys likely to work on this project range from $130 to $500. My time is billed at $300 per hour. Typically these rates are adjusted annually -- on October 1 for associates and on January 1 for partners. The hourly rates of our attorneys are based on levels of experience, specialization, and professional achievement.

Our representation will commence upon our receipt of a check in the amount of $15,000.00 as an advance payment of legal fees. We will hold this advance for application against our final statement for fees on this project. We will send you monthly statements. If any statement prior to the final statement is not promptly paid, we reserve the right to use any part of the fee advance to satisfy a delinquent payment and to discontinue our representation until you forward funds to restore the advance. If our final statement exceeds the advance then on deposit with us, we will bill for the excess. Any

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unused portion of the advance will be refunded at the conclusion of our services on this matter.

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.

Mr. Brand and I will be primarily responsible for the work done on your behalf. Mr. Tom Boggs and Mr. David Dunn and others as appropriate will work with us.

If these terms and conditions are acceptable, I would appreciate your acknowledging acceptance of them by signing and returning the enclosed copy of this letter.

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

Sincerely,

John H. Vogel

AGREED TO AND ACCEPTED:

April 18, 1994
Date

JHV/tjpm