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, L.L.P.
2550 M Street, N.W.
Washington, D.C. 20037

2. Registration No.
2165

3. Name of foreign principal
Government of Pakistan

4. Principal address of foreign principal
2315 Massachusetts Avenue, NW
Washington, DC 20008

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. Pakistan Embassy in Washington

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

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

a) Principal address

b) Name and title of official with whom 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

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.

Date of Exhibit A	Name and Title	Signature
November 22, 1994	Timothy J. May Managing Partner	Timothy J. May

*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, L.L.P.	Embassy of the Government of Pakistan

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. ☐ 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.

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

Patton Boggs will serve as retained legal counsel, providing ongoing advice and assistance as requested to the Embassy.

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

Patton Boggs will perform a 90-day assessment of outstanding bilateral issues in the areas of trade and military assistance, and provide such other legal advice and assistance as requested by the Ambassador.

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.

As per the agreement with the principal, the process of assessing the legal issues raised in the current state of bilateral military and trade issues between Pakistan and the United States will be completed before activities which might qualify as political activities are likely to be initiated.

Date of Exhibit B	Name and Title	Signature
November 22, 1994	Timothy J. May 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.

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

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement") made this 15 day of September 1994, by and between the Embassy of Pakistan (the "Client"), and Patton Boggs, a partnership of lawyers organized and operating under the law of the District of Columbia of the United States of America ("PBB").

WITNESSETH:

WHEREAS, the Client desires to retain PBB as its attorneys for certain general and specific representation described herein; and

WHEREAS, PBB is a partnership of attorneys in the business of providing legal advice and services, and PBB desires to provide the requested legal advice and services to the Client.

NOW THEREFORE, in consideration of the mutual covenants herein contained and of the mutual benefit 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 commencing as of September 15, 1994, and continuing until September 14, 1995, unless sooner terminated pursuant to Section 10 hereof.

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2. DUTIES OF PBB.

During the term of this Agreement, PBB shall provide the Client with the following services:

(a) Routine Legal Advice. PBB shall render to the Client routine legal advice as and when needed on matters that do not involve litigation or arbitration. It is recognized and

agreed that in consideration of the fixed fee retainer as provided in Article 3(a) hereof, routine legal advice will include services of routine review when necessary of existing contracts, tenders for invitation for bids, and agreements for the charter of vessels, provided, that such routine legal advice may not exceed $3,000 in legal fees per month, and specifically excludes the drafting of new contracts and new invitations for bids. If any such routine legal advice will require PBB's services in excess of $3,000 per month, it shall be deemed to be a Specific Project covered by Section 2(c) below.

(b) Other General Representation Services. PBB shall be available to the Client for general counsel and advice regarding U.S. domestic and international matters, including but not limited to executive/legislative, defense procurement, human rights, trade policy (both multilateral and bilateral), and real estate matters. PBB will closely coordinate its activities and services with International Public Strategies, Inc., subject to the overall supervision of the Ambassador of Pakistan to the United States.

(c) Specific Projects. During the first three months of this Agreement, PBB will review the current status of Pakistan/U.S. relations in executive/legislative issues, defense procurement, human rights, trade policy (both multilateral and bilateral), and such other areas as the Ambassador may request. Subsequently, PBB will prepare analyses of opportunities for progress in these areas and submit detailed proposals with supplemental budgets for each (hereafter, "Specific Projects"). In addition, within thirty days from the date of this Agreement PBB will review the Client's plans with respect to real estate projects in Washington, D.C., and submit a detailed proposal with a supplemental budget to accomplish these projects. Upon the Client's acceptance of such proposals and budgets, they will be attached to this Agreement as

Exhibit A and made a part hereof, and the parties will implement them in accordance with their terms under the direction and supervision of the Embassy.

3. COMPENSATION FOR PBB.

(a) Base Retainer; General Representation Services. For the general representation services described in Section 2(a) and 2(b) and project preparation in 2(c), the Client shall pay to PBB a yearly, fixed fee retainer in the amount of $144,000 (exclusive of expenses), payable quarterly in advance in installments of $36,000. The first quarterly installment is payable upon execution of this Agreement, and the next three quarterly payments shall be due on December 15, 1994, March 15, 1995, and June 15, 1995. Prior to such quarterly payments, the parties shall revisit the amount of the Base Retainer to ensure it is adequate to cover the scope of monthly general representation services provided by PBB.

(b) Expenses. PBB will bill its expenses incurred in connection with its representation of the Client monthly, and such bills are due upon presentment. Expenses may include but not be limited to photocopying expenses, postage and messenger service charges, long-distance and telephone communications charges, filing fees, computer research charges, travel expenses, professional fees for specialists, staff overtime and meal charges, word processing charges, and other similar out-of-pocket expenses. Certain of these items will be charged to cover overhead costs.

(c) Specific Project Compensation and Billing Procedure. In the event a proposal for a Specific Project and supplemental budget is approved by the Client as provided in Section 2(c) above, PBB will transmit to the client a separate Specific Projects bill each month for legal fees, based on attorney hourly rates (down to the quarter-hour) as set forth in subsection

3(d) herein, and for monthly expenses allocable to all such Projects. Such Special Projects bill, itemized on a project-by-project basis, shall be due on presentment; provided that PBB will credit any unused portion, if any, of the Base Retainer each month towards the total amount of such monthly Special Project bill; and provided further that any unused credit in a particular month shall be carried over and applied to any balance owed on any subsequent Special Projects bill. Upon each twelve month anniversary of this Agreement, the parties shall reconcile accounts to ensure payment for all accrued fees and expenses.

(d) PBB Billing Rates. PBB's fees shall be based on hourly charges at its regular hourly rates in effect when the services are rendered. Hourly rates for attorneys who are likely to do most of the work on this project range from $100 to $400. These rates are subject to change annually. Generally, rates are adjusted for partners in January and for associates in October. In an effort to reduce legal fees, PBB may use legal assistants (paralegals), law clerks or legislative assistants on a project. Time devoted to Client matters by these persons is also billed on the basis of time worked and hourly billing rates, which are subject to periodic adjustment. The current hourly billing rates for our legal assistants range from $45 to $75.

(e) Method of Payment. All payments of compensation hereunder shall be payable by check or wire transfer to PBB's account at Nations Bank (ABA No. 054001204) Washington, D.C., c/o "PBB-Pakistan", Acct. # 3301265.

(f) Compensation Net of Foreign Taxes. All payments 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 county 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 or the receipt of payments under the terms thereof.

4. CONFIDENTIALITY.

PBB agrees to hold all sensitive matters entrusted to it by the Client in strictest confidence. PBB agrees further that no confidential materials, discussions or information will be shared with any unauthorized third party unless with the Client's consent or an order from a United States court of competent jurisdiction. The parties agree, however, that some disclosure of certain sensitive matters to applicable United States government instrumentalities may be required to further the interests of the Client, as determined by PBB in consultation with the Client.

5. CONFLICTS OF INTEREST; WITHDRAWAL OF REPRESENTATION.

Before undertaking representation of a client, PBB attempts to identify any conflicts of interest that would interfere with its representation of the client or other firm clients. Should such a conflict arise in the course of PBB's representation hereunder, PBB reserves the right to limit the scope of its representation to avoid such a conflict or, if necessary, to withdraw after taking steps to assure that the Client will be adequately represented. Further, PBB reserves the right to withdraw from its representation if, among other things, the Client fails to cooperate or follow PBB's advice on a material matter, or any fact or circumstance would, in PBB's discretion, render PBB's continuing representation unlawful or unethical.

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

7. NOTICES.

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

A. If to the Client:

Ambassador Maleeha Lodhi
Embassy of Pakistan
2315 Massachusetts Avenue, N.W.
Washington, D.C. 20008

B. If to PBB:

c/o Lanny J. Davis, Esq. and David E. Dunn, Esq.
Patton, Boggs, L.L.P.
2550 M Street, N.W.
Washington, D.C. 20037

8. TERMINATION OF AGREEMENT.

This Agreement shall cease and terminate upon the happening of the earliest of the events specified below:

(a) The material breach of any provision of this Agreement by either PBB or the Client.

(b) Written notice of termination for cause delivered by either party to this Agreement to the other party.

In the event of termination under either (a) or (b) above, such termination shall become effective (3) months following receipt of written notice of termination by the receiving party. During such three month period, PBB shall wind up its representation of the Client to permit the orderly transition to a new counsel. Pursuant to the terms of Section 3, the accounts of the parties shall be reconciled as of the effective date of termination.

9. AUTHORITY. Each party represents that this Agreement shall be executed by a person having full authority to execute same on behalf of and in the name of the respective party.

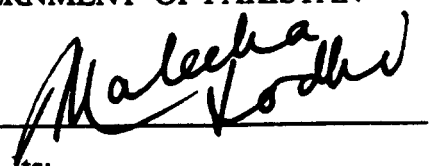
10. NO ASSIGNMENT. This Agreement shall not be assigned by either party hereto without the written permission of the other party.

11. 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 Agreement or limit or otherwise affect the meaning of this Agreement. This Agreement embodies the entire understanding between the parties hereto, and no change, alterations or modification may be made hereof except in writing and signed by both parties hereto. This Agreement shall in all respect be governed and construed in accordance with the laws of the District of Columbia and the United States of America.

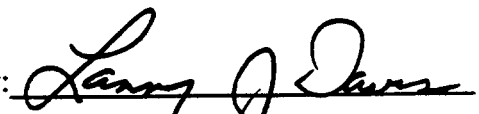
IN WITNESS WHEREOF, parties have caused this Agreement to be executed by its duly authorized representatives as of the day and year first above written.

GOVERNMENT OF PAKISTAN

By:  (SEAL)

Its: _____

PATTON, BOGGS & BLOW

By:  (SEAL)

LANNY J. DAVIS, PARTNER

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