U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Pursant to 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, 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 .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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 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 LLP
2550 M Street, NW
Washington, DC 20037

2. Registration No.

2165

3. Name of foreign principal

Government of Haiti

4. Principal address of foreign principal

Kurzban Kurzban Weinger & Tetzeli
Plaza 2650, Second Floor
2650 S.W. 27th Avenue
Miami, FL 33133

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

☒ 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 nationality _____

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

a) Branch or agency represented by the registrant. President of Haiti

b) Name and title of official with whom registrant deals. Mr. Ira Kurzban, Attorney

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

a) Principal address. N/A

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

c) Principal aim

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

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

b) Is this foreign principal

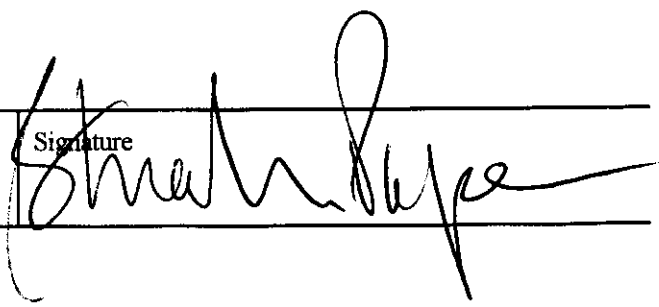
Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled 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 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 must 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
	Stuart M. Pape Managing Partner	

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, an 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. One original and two legible photocopies of this form shall be filed 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, 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 .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, 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.
Patton Boggs LLP	2165

3. Name of Foreign Principal

Government of Haiti

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ 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 expenses, if any , to be received.

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

Registrant is retained to assist the foreign principal in its relationships with the US executive branch, US Congress and certain multilateral organizations.

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Formerly OBD-65

FORM CRM-155
SEP. 1996

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

Registrant will endeavor to obtain US support for the release of withheld foreign aid by the OAS/IDB and develop (and maintain) dialogs with officials from the US executive branch, US Congress and certain multilateral organizations.

9. Will the activities on behalf of he above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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 legal public policy counseling as well as interaction with officials from the US executive branch, US Congress and certain multilateral organizations.

Date of Exhibit B	Name and Title	Signature
	Stuart M. Pape Managing Partner	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any 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 interests, policies, or relations of a government of a foreign country or a foreign political party.

PATTON BOGGS LLP
ATTORNEYS AT LAW

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Washington, DC 20037-1350
202-457-6000

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April 27, 2001

Daniel R. Addison
(202) 457-6489
daddison@pattonboggs.com

Mr. Ira J. Kurzban
Attorney at Law
Kurzban, Kurzban, Weinger and Tetzeli, P.A.
Plaza 2650, Second Floor
2650 S.W. 27th Avenue
Miami, Florida 33133

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Re: Government of Haiti -- Engagement of Patton Boggs LLP

Dear Mr. Kurzban:

Thank you for retaining Patton Boggs to represent the Government of Haiti ("Haiti") before the US government and certain multilateral institutions, enhancing Haiti's image, and assisting with economic development. We look forward to working with you on this engagement and understand that we are also to work in close coordination with the Haitian Ambassador to the United States, as well as, Dellums, Brauer, Halterman & Associates, Ross-Robinson and Associates and Qorvis Communications, LLC.

Additionally, we understand that from time to time you may request that we review certain contracts. If we have the necessary expertise within the firm, we will provide preliminary review and comment on a limited number of such contracts. If negotiation or in-depth due diligence appears necessary we will so advise you. If you decide to retain us for those efforts, a separate budget and scope of work will be agreed upon at that time.

I will be primarily responsible for the work done by Patton Boggs on behalf of the Government of Haiti and will supervise lawyers and other professionals from Patton Boggs who may work on this matter. As discussed, Patton Boggs will primarily be responsible for legal/lobbying activities. Upon commencement of this engagement our first task will be to work under the direction of Dellums, Brauer, Halterman & Associates in a work-plan that sets forth certain milestones that the Government of Haiti deems important. The work plan will include weekly meetings with the team of publicists and lobbyists as well as weekly reports of achievements by the team. Of course, our first priorities will be to: (1) develop public support for the policies of the Government of Haiti through public statements by U.S. officials and others; (2) educate strategically targeted Members of Congress and other opinion leaders; (3) develop a plan and achieve the goal of obtaining international aid (both bilateral and multilateral) currently being withheld released; (4) provide strategic advice to the Government of Haiti on how to achieve

improved relations with the United States Government (including the United States Congress), multilateral financing agencies, United States businesses and business associations, the media, and other entities as are from time-to-time agreed upon between the parties to this agreement; (5) arrange for and attend meetings as necessary with United States Government leaders, the United States Congress, multilateral financing agencies, United States businesses and business associations, the media, and other entities as from time to time are agreed upon between the parties to this agreement. The work will also include: (1) establishing meetings between representatives of the Government of Haiti and the U.S. Government and the United States Congress; (2) monitoring congressional hearing schedules, working to secure witnesses to appear at such hearings and testimony to be submitted to such hearings; (3) placement of periodic stories, opinion pieces and editorials favorable to the Government of Haiti in U.S. media sources; (4) establishing meetings between representatives of the Government of Haiti and U.S. businesses and business associations; (5) working with community based organizations that support advancement of democracy in Haiti ; and (6) attending such meetings as are necessary with President Aristide or ministers of the Government of Haiti.

This contract is for a period of eight months commencing May 1, 2001, until December 31, 2001. The contract will terminate on December 31, 2001, unless the Government of Haiti and this firm mutually agree to extend the contract beyond December 31, 2001. The Government of Haiti will pay US$50,000 per month over this period. All expenses are the responsibility of Patton Boggs. We will submit invoices for the retainer each month (which invoices shall show the hourly fees and expenses incurred in the previous month). Our invoices are due and payable within 30 days of receipt. Invoices outstanding in excess of 60 days will be assessed a one-percent per month finance charge. Of course, we reserve the right to halt work if payments are not received in a timely manner. The Government of Haiti retains the right to terminate this contract at any time. If the agreement is terminated by the Government of Haiti without cause, Patton Boggs will be entitled to: (1) all payments owed for months prior to the month of termination; (2) the pro-rata portion of the retainer fee for the month of termination; and (3) fees for an additional three month period (US$150,000) which will be due and payable within 30 days from the termination date. If the agreement is terminated by the Government of Haiti with cause, Patton Boggs shall only be entitled to all payments owed for months prior to the month of termination and the pro-rata portion of the month's retainer fee which will be due and payable within 30 days from the termination date. Notice of such termination may be sent to either party by first class mail or express service to the address provided by the parties, or by facsimile to a phone number provided by the parties, or by e-mail to an address provided by the parties.

It is our policy that we represent only the Government of Haiti and <u>not</u> any affiliates of that person or entity. This means that if you are a corporation or partnership, or governmental agency or department, our engagement does not include representation of any parents, subsidiaries or affiliates, or other agencies or departments. Nor does it include representation of any employees, officers, directors, shareholders of the corporation or partners of the partnership, or agency or

department, or commonly owned corporations, joint ventures or other corporate, governmental or contractual affiliates or partnerships. If you are an association, our representation does not include representation of any of your individual members.

Accordingly, for conflict of interest purposes, by signing the enclosed engagement letter, you are agreeing that we may represent another client with interests adverse to any such affiliate or individual association member without obtaining your further consent. Whether we will do so will depend on several factors, including the jurisdiction in which the representation will be undertaken and whether (i) the adverse matter is the same as, or substantially related to, the matter on which the Firm is representing you; (ii) there is a risk of adverse use or unauthorized disclosure of confidences or secrets obtained during our representation of you; (iii) the representation likely will have a material adverse effect on your financial condition; or (iv) the other client would be adverse to an entity which is your "alter ego."

We also wish to emphasize that Patton Boggs LLP provides a wide array of legal services to many clients around the world. These services include legislative and administrative representation on matters that may affect your interests, directly or indirectly. Therefore, as a condition of our undertaking to represent any client on a particular matter, we ask each of our clients to waive objection to any conflict of interest that might be deemed to be created by our representation of other clients in legislative or administrative policy matters that are unrelated to the specific representation we have been asked to undertake on their behalf. Your waiver will permit us to represent another client in advocating a change in law or policy in areas such as environmental or business regulation, international trade, health care, or taxation, even if the policy we advocate would or might have a direct or indirect adverse impact upon your interests. It is also possible that some of our current or future clients will have disputes with you during the time we are representing you. We therefore also ask each of our clients to agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those unrelated matters are directly adverse to yours. We agree, however, that your prospective consent to conflicting representation shall not apply in any matter that is substantially related to the subject matter of our representation of you, or as to which we have obtained from you sensitive, proprietary or other confidential information of a non-public nature that, if known to any other such client of ours, could be used by such client to the material disadvantage of your interests. We emphasize that the consent requested covers only matters that are unrelated to the work for which you are currently engaging us, and we would not undertake any representation that is related in any material way to the current matter. In all cases, we will preserve the confidentiality of all non-public information that you provide us. Your signature on the attached engagement letter will constitute your agreement to the waivers requested in this paragraph. (We recognize that, in certain jurisdictions, governmental agencies, unlike private parties, may not consent to adverse representation by its counsel even in unrelated matters.)

It is also our policy that the attorney-client relationship will terminate upon our completion of any services that you have retained us to perform. We hope, of course, that you will choose to retain our firm to perform further or additional services. Should you do so, our attorney-client relationship will be re-established subject to these terms of engagement, as they may be supplemented at that time.

The Government of Haiti has, and will have in the future, a broad range of proprietary information including, but not limited to, state secrets, current and future plans and strategy, process information, government privileged information and intelligence. Patton Boggs agrees that it and its employees will not, at any time now or in the future, nor in any manner, divulge, disclose or communicate any such information to any third party without the prior consent of the Government of Haiti. All information obtained will be treated as privileged and strictly confidential. If it appears that Patton Boggs or any of its employees has disclosed or have threatened to disclose documents or information in violation of this Agreement, the Government of Haiti shall be entitled to an injunction to restrain Patton Boggs and its employees from providing any services or information to any party to whom such information has been disclosed or may be disclosed. The Government shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages. These confidentiality provisions shall remain in full force and effect after the termination of the agreement. Upon termination of the agreement, Patton Boggs and its employees shall deliver all original records, notes, data, memorandum, computerized information, models, and equipment of any nature that are in their possession or under their control that relate to the work they have performed for the Government of Haiti, however, a copy shall be maintained at the firm. Moreover, it is mutually understood and agreed that all written documents will be cleared with the office of Kurzban, Kurzban, Weinger and Tetzeli, P.A. prior to sending such documents to any persons within or outside Haiti, including all U.S. and Haitian government officials.

The laws of the nation of Haiti govern this agreement. Any dispute shall be resolved in the Haitian courts. However, if the parties do not agree on resolving their difference in the courts of Haiti any dispute or difference arising from this agreement shall be referred to and decided by a court of arbitration. In that case both parties irrevocably agree to apply the UNCITRAL rules, and to choose Zurich as the seat of court of arbitration.

The invalidity of any part of this agreement will not affect the enforceability of the remaining portions. This agreement may be executed in multiple counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.

This agreement represents the entire agreement between the parties on the subject of the agreement. If they meet with your approval, I would appreciate your acknowledging acceptance by signing and returning the enclosed copy of this letter.

If you have any questions about these terms or would like to discuss them, please call me as soon as possible so as not to impede our commencing work on your behalf. These terms and conditions will apply to any future work we undertake for you unless we send you a new letter reflecting different terms and conditions. We look forward to working with the Government of Haiti to achieve successful results.

Very truly yours,

Daniel R. Addison

Daniel R. Addison, Partner
for PATTON BOGGS LLP

Enclosure

AGREED TO AND ACCEPTED:

Approved Agent for
the GOVERNMENT OF GOVERNMENT OF HAITI

By: _____

MINISTRE DE L'ECONOMIE
ET DES FINANCES
30 APRIL 2001