U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Pursuant 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, DC. 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.

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

Embassy of the Republic of Peru

4. Principal address of foreign principal

1700 Massachusetts Avenue, NW
Washington, DC 20036

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

- [x] 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.
Embassy of the Republic of Peru

b) Name and title of official with whom registrant deals.
H.E. Felipe Ortiz de Zevallos, Ambassador of the Republic of Peru to the U.S.

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.

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

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
2/21/07	Stuart M. Pape Managing Partner	Stuart Pape

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to 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. 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, DC. 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.

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

Embassy of the Republic of Peru

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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 counsel the foreign principal on the U.S.-Peru Free Trade Agreement.

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

Registrant proposes to provide counsel to the foreign principal concerning the U.S. - Peru Free Trade Agreement.

9. Will the activities on behalf of the 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 the registrant's activities will include counseling and assisting the foreign principal in communicating with the Legislative and Executive Branches of the U.S. Government with regard to the U.S. - Peru Free Trade Agreement.

Date of Exhibit B	Name and Title	Signature
2/21/07	Stuart M. Pape Managing Partner	Stuart M. Pape

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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.

January 31, 2007

February 1, 2007

His Excellency Felipe Ortiz de Zevallos
Ambassador Extraordinary and Plenipotentiary
Embassy of Peru
1700 Massachusetts Avenue, N.W.
Washington D.C., 20036

Re: Engagement of Patton Boggs LLP

Dear Mr. Ambassador:

Thank you for retaining Patton Boggs LLP to represent the Government of Peru in connection with the U.S.-Peru Trade Promotion Agreement (PTPA). We look forward to working with you on this engagement.

Patton Boggs LLP (the Firm) agrees to represent the Government of Peru (the Government) to provide advice and assistance to the Embassy of Peru (the Embassy) in procuring prompt Congressional approval of the PTPA. In particular, the Firm will: (1) initiate meetings with key Members of Congress and Executive Branch officials, arrange briefing materials in preparation for such meetings, and conduct the necessary follow-up after each meeting; (2) perform staff-level meetings and contacts; (3) as appropriate, conduct background research on various legal and policy matters pertaining to the PTPA; (4) open a dialogue with organized labor groups in the U.S. and in Peru; and (5) where appropriate, coordinate with the U.S. business community.

I assure you that you will have my personal involvement in this matter, which, in addition to attending weekly strategy sessions, also will include personal meetings with individual Members that I will arrange and attend in order to determine the parameters of an acceptable compromise. Senator John Breaux and Mr. Frank Samolis also will be important members of our team in obtaining accurate insight and intelligence and assessing the political viability of our options.

We submit for your approval the following provisions governing our engagement.

Fees and Special Disbursements

We have agreed to an initial payment of $ 150,000 to be made on April 1, and thereafter, three monthly retainers of $ 50,000 each including expenses. We anticipate our efforts on this endeavor will not go beyond July 2007. To that extent, our total fees and expenses will amount to no more than $300,000. This amount does not include any "special disbursement" above and beyond the retainer amount. We will consider special disbursements to include the following:

1. Any travel to Peru
2. Engagement of an outside expert

If such special disbursements become necessary, we will promptly provide you with an estimate of the cost of such expenses and obtain the approval of the Embassy before any such expense is made. If approved, special disbursements will be paid by the Firm and included in our monthly invoices for reimbursement. In the case of Peruvian experts, an invoice issued by such experts in accordance with Peruvian law shall be presented before the Government can authorize payment of such an invoice. Special disbursements during this engagement will not exceed $60,000.

Billing Arrangements and Terms of Payment

As noted above, we have agreed to operate under an initial payment of $ 150,000 to be made on April 1, and thereafter, three monthly retainers of $ 50,000 each including expenses to be paid on May 1, June 1 and July 1. Should the passage of the PTPA by both houses of congress occur before the end of July 2007, the Firm will terminate its activities and the retainer agreement would be adjusted accordingly. Our general policy requires that monthly retainers be paid in advance since we charge our fees and expenses each month against the retainer amount. As a result, we will send you our monthly invoice at the end of the preceding month. That invoice will include (1) acknowledgement of receipt of the previous month's payment including the retainer and any special disbursements reimbursed, (2) a description of the labor performed by the Firm during the preceding month, (3) a description of any special disbursement made on that month and fully detailed support for any such disbursements, including the invoices of outside counsels and experts for reimbursement, and (4) a bill for the $50,000 retainer covering the subsequent month. Thus, for example, the invoice for May will be sent at the end of April and will include acknowledgment of receipt of the April retainer amount and a summary of the work performed and any special disbursements made during April. Payment of that invoice will be due on May 1 and will cover the Firm's fees and expenses for the month of May.

Our invoices are payable upon presentation. If any monthly invoice is not paid in full within thirty days of its date, then we may assess a late charge on the unpaid balance at the rate of 1.0% per month until full payment is made. We will notify you promptly if your account becomes delinquent, and you agree to bring the account current when so notified. If the delinquency continues and you do not arrange satisfactory payment terms, we reserve the right to postpone or defer providing additional services or to withdraw from the representation and pursue collection of your account. If collection activities are necessary, you agree to pay to us any costs we may incur in collecting the debt, including court costs, filing fees and a reasonable attorney's fee.

Responsibility and Confidentiality

We will at all times act on your behalf to the best of our ability. During the course of our representation, you may seek our professional opinion regarding the likely outcome of your legal and other matters. Any expressions (solicited or otherwise) on our part concerning such possible outcomes are expressions of our best professional judgment, but are not guarantees.

The Firm will not use any confidential information provided by the Embassy or any other Government agency for any purposes other than for the purposes of this representation.

Termination of Representation

You may terminate our representation at any time, with or without cause, by notifying us. If such termination occurs, upon your request, we will promptly return to you any papers or property that you have given to us, subject to our rights, where permitted by applicable rules of professional conduct, to retain such papers or property as security for the payment of any outstanding fees, costs or expenses. We will retain our own work-product pertaining to the case for a reasonable period of time after such termination. It is our general policy not to retain copies of files or other records relating to an engagement for more than three years after completion of the services you have asked us to perform. Thereafter, we destroy those files unless the client tells us otherwise. If you want us to keep files for a longer period of time, please tell us. Your termination of our services will not affect your responsibility for payment of legal services rendered and costs and expenses incurred before termination and in connection with an orderly transition of the matter.

We are subject to the rules of professional responsibility for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example: nonpayment of fees or costs, misrepresentation of or failure to disclose material facts, action contrary to our advice, conflict of interest with another client or, if in our judgment, any fact or circumstance would render our continuing representation unlawful or unethical. If withdrawal ever becomes necessary, we will take all reasonable measures to ensure a smooth transition to new counsel. Your acceptance of this document constitutes your agreement not to contest our motion to withdraw from any court or administrative proceeding in these circumstances.

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.

Insurance Coverage

It is possible that you may have insurance policies relating to a matter with respect to which you request our assistance. You should carefully check all policies and, if coverage may be available, notify the insurance company about the matters as soon as possible. We do not undertake any responsibility to advise you as to the existence, applicability or availability of insurance coverage for any of the matters to be handled by us unless you have provided us with copies of your policies of insurance and expressly request our advice as to potential coverage under those policies. If an insurance company undertakes the payment of any portion of our statements, you will still remain responsible for any amounts not paid by the insurance company.

Conflicts

Before we begin representing a particular client, we try to determine whether there are any conflicts of interest that would interfere with our representation of that client's interests. Should we determine in the course of our representation that a conflict has arisen, we will promptly notify you. We similarly ask you to notify us if you become aware of any potential conflicts of interest. If either you or we conclude that our representation should or must be terminated, we will do our best to protect your interests by assisting in providing a smooth transition to new counsel.

It is our policy that we represent only the person or entity that is specifically identified in this document and not 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.

Accordingly, for conflict of interest purposes, by accepting this document, 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 acceptance of this document 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.)

This engagement letter is signed in two versions, one in English and one in Spanish. If a conflict arises between these versions of the engagement letter, the English version will prevail.

We are delighted that we will be working with you and are very grateful for the confidence you have shown in us. We will strive always to deserve it.

Yours sincerely,

For Patton Boggs

By: _____

Date: _____

AGREED TO AND ACCEPTED:

For The Embassy of Peru

By: _____

Date: _____

Felipe Ortiz de Zevallos

Ambassador of Peru to the United States