U.S. Department of Jus[illegible]
Washington, DC 20530

Amendment to Registration S[illegible]ment

OMB No. 1105-0004
Approval Expires Oct. 31, 1986

Pursuant to the Foreign Agents Registration Act of 1938, as amended

1. Name of Registrant	2. Registration No.
Daniel J. Edelman Inc Stephen K. Cook	3634

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☒ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for _____

☐ To give notice of change in an exhibit previously filed.

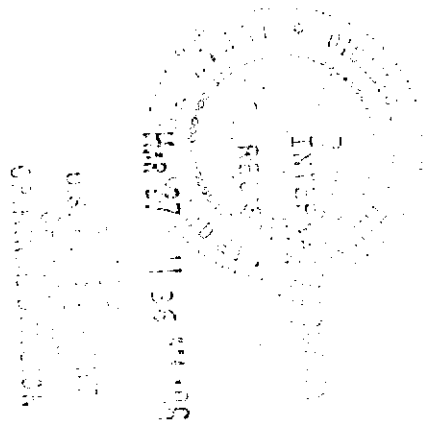
☐ To give a 10-day notice of a change in information as required by Section 2(b) of the Act.

☑ Other purpose *(specify)* translation of contract in English.

4. If this amendment requires the filing of a document or documents, please list-

see attached

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.



The undersigned swear(s) or affirm(s) that he has *(they have)* read the information set forth in this amendment and that he is *(they are)* familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his *(their)* knowledge and belief.

Stephen K. Cook

Executive Vice President

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Subscribed and sworn to before me at Washington, D.C.

this 19th day of March, 19 86 Tanya Ann Sandell

(Notary or other officer)

My commission expires My Commission Expires November 30, 1990

Translation

1/16/[illegible]

CONTRACT

Between the undersigned, to wit, Nander Pitty Velasquez, Panamanian, male, of legal age, married, public servant, bearer of personal identification card number 4-48-58 and domiciled in this city, in his capacity as Minister of the Presidency, acting on behalf of the NATIONAL GOVERNMENT, which hereinafter will be referred to as GOVERNMENT, for one part; and MICHAEL SCHWART, U.S. citizen, of legal age, bearer of U.S. Passport P.P. 01192667, who is acting on behalf and in representation of the firm COMPANIA SERVICIOS Y CONSULTAS PANAMA, S.A., a firm organized in accordance with the laws of the Republic of Panama and of the firm EDELMAN INTERNATIONAL CORPORATION, organized in accordance with the laws of the United States of America, for the other, who shall hereinafter be referred to as the CONSULTANTS, it has been agreed to enact the following service contract in accordance with the clauses and conditions herein expressed:

FIRST: The CONSULTANTS agree to render to the GOVERNMENT at their own expense and risk, services consistent to positively highlighting the imagen of the Republic of Panama before the authorities and public of the United States of America, principally in the areas of communications and public relations. Within this general aforementioned framework the CONSULTANTS are committed, among other things, to the following :

A. On the part of EDELMAN INTERNATIONAL CORPORATION

1. Identify the media in the United States and its directors

which could be of interest and benefit to the Republic of Panama;

2. Organize contacts between the directors of the media in in the United States and officials representatives and citizens of Panama, and counsel them on techniques and other matters which would assure the success of said contacts or personal meetings;
3. Prepare and place news releases with the media on the advantages and benefits of the Republic of Panama for investments and other considerations of national interest;
4. Publish a quarterly newsletter containing information about the Republic of Panama;
5. Coordinate, give follow-up and evaluate the news on the Republic of Panama published in the United States of America; and
6. Recommend, for the approval of the GOVERNMENT, the best way and strategy to manage in the media of the United States of America, those questions and affairs of interest to the Republic of Panama.

B. For its part SERVICIOS Y CONSULTAS PANAMA, S.A.

B.1. Assist, coordinate and advice the companies that the GOVERNMENT designates to assure the functioning of those public entities responsible for the communication and promotion program of the GOVERNMENT, and to keep the GOVERNMENT informed at all times of monthly or other meetings, their agendas, results of the meetings, and actions to be carried out;

B.2. Advise the GOVERNMENT on the organization of the GOVERNMENT'S international strategy units and assist in putting this strategy into action in the best manner;

B.3 Assist and supervise those companies designated by the GOVERNMENT that render a service related to the communications program in the Republic of Panama;

B.4 Offer help and assistance to the CONSULTANTS in relation to the flow of information necessary to carry out the job in the Republic of Panama as well as in the United States of America.

SECOND: In compensation for the services rendered by the CONSULTANTS to the GOVERNMENT, the latter will pay the CONSULTANTS the sum of NINETY THOUSAND DOLLARS (U.S.$90,000.00), currency of the United States of America or its equivalent in national currency, as follows:

a. The sum of FORTY FIVE THOUSAND DOLLARS (U.S.$ 45,000.00) U.S. currency or its equivalent in national currency at the time this contract has been completed. It is understood that the contract is completed when is has been signed by both parties, countersigned by the General . . . Comptroller of the Republic and approved by the Executive; and;

b. The sum of FORTY FIVE THOUSAND DOLLARS (US$ 45,000.00) or its equivalent in national currency, on January 24, 1986.

THIRD: The NATIONAL GOVERNMENT will reimburse the CONSULTANTS for those reasonable expenses incurred by the CONSULTANTS for travel between the Republic of Panama and the United States of America, food and lodging in Panama and for unanticipated expenses or miscellaneous expenses incurred in support of contractual

obligations in the United States of America, up to a total not to exceed FIFTEEN THOUSAND DOLLARS (US$ 15,000.00). Said expenses, for the purpose of reimbursement, must be duly justified and documented.

FOURTH: On signing the present contract the CONSULTANTS will have no contractual relations with other persons or states that have or could have the possibility of a conflict of interest between them and the GOVERNMENT. Regardless, of the aforementioned, the CONSULTATNTS should immediately make known whatever circumstance that could bring as a consequence a conflict of interest, actual, future or potential and if the GOVERNMENT so decides it can cancel the present contract administratively without any liability whatsoever. The CONSULTANTS, in such a case, will reimburse the GOVERNMENT those amounts that may have been paid in accordance with this contract corresponding to the work realized after the date of the administrative cancellation of the contract.

FIFTH: This contract will have a duration of six months, starting from the time it was completed.

SIXTH: The CONSULTANTS designate COMPANIA DE SERVICIOS Y CONSULTAS PANAMA, S.A. as its agent for payment and collections in the Republic of Panama in addition to its other services agreed upon.

SEVENTH: The disbursements arising under the terms of this contract shall be attributed to line 0.50.0.1.0.09.02.815 of the National Budget.

EIGHT: The parties will attempt to amicably resolve their differences. However, if inspite of the efforts of both parties

something should arise to cause the cancellation of the contract which is not amenable to a solution, the GOVERNMENT can administratively cancel the contract in conformity with article 68 of the Tax Code.

NINTH: The foreign CONSULTANTS renounce the right to bring diplomatic claims with respect to the rights and obligations of this contract except in the case of a denial of justice. It is understood that there is no denial of justice when the resources and means of action that can be used in accordance with Panamanian law have been made available to the CCONSULTANTS, and they have not made use of the same.

TENTH: Confi dentiality with respect to the existence of this contract and the obligations assumed under it, as well as all information received from the GOVERNMENT during the execution of this contract shall be an essencial condi tion of this contract.

ELEVENTH: This contract can not be ceded or transferred in any manner to third parties without the express, prior consent of the GOVERNEMNT.

In token of acceptance of the same, the present contract is signed in the city of Panama on _____day of the month of_____in 1985.

For the CONSULTANTS

MICHAEL SCHWARTZ

For the NATIONAL GOVERNMENT

NANDER PITTY VELASQUEZ

REPUBLIC OF PANAMA GENERAL COMPTROLLER OFFICE OF THE REPUBLIC

Panama, of of One Thousand Ninehundred and Eighty five.

Countersigned

General Comptroller of the Republic

NATIONAL EXECUTIVE----MINISTRY OF THE PRESIDENCY

Panama of of One Thousand Nine Hundred and Eight Five

Approved

Nander Pitty Velasquez
Minister of the Presidency

Eric Arturo Delvalle
President of the Republic

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