

1. Name of Registrant Arnold & Porter	2. Registration No. 1750
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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) _____

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

Exhibits A and B

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.

This amendment to Registrant's Registration Statement is to give notice of a new foreign principal of the Registrant, the Government of Brazil.

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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.

Robert E. Herzstein

Robert E. Herzstein

(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 17 day of

June

, 1988

Atticus K. Davis
(Notary or other officer)

My commission expires

Jan 31, 1990

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 Arnold & Porter	2. Registration No. 1750
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3. Name of foreign principal Government of Brazil	4. Principal address of foreign principal Ministry of Finance Brasilia, D.F. Brazil
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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
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual—State his nationality _____

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

- a) Branch or agency represented by the registrant.
Ministry of Finance
- b) Name and title of official with whom registrant deals.
Finance Minister, Francisco Dornelles

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

- a) Principal address
- b) Name and title of official with whom the registrant deals.
- c) Principal aim

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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 N/A

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.) 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
June 17, 1985	Robert E. Herzstein, Partner	

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 duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant Arnold & Porter	Name of Foreign Principal Government of Brazil
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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 two 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 two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence. Agreement is covered by letter to Banco Central do Brasil
3. The agreement or understanding between the registrant and 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.

The Registrant will render advice on U.S. laws, regulations and policies with particular reference to debt restructuring. The fee for such representation is to be determined periodically based on usual hourly charges and other criteria for legal fees, plus out-of-pocket expenses. The duration of the agreement is indefinite.

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

The Registrant will render legal advice to the foreign principal on U.S. laws, regulations and policies with particular reference to debt restructuring and will engage in other activities as required in legal representation of the principal with respect to debt restructuring.

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.

The Registrant may engage in political activities on behalf of the foreign principal. The Registrant's activities may on occasion include communications on behalf of the foreign principal with Executive Branch officials and officials of government agencies.

Date of Exhibit B	Name and Title	Signature
June 17, 1985	Robert E. Herzstein, Partner	

¹Political 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.

ARNOLD & PORTER

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1700 LINCOLN STREET

DENVER, COLORADO 80203

(303) 863-1000

May 21, 1985

The Honorable Antonio Carlos Lemgruber
President
Banco Central do Brasil
Brasilia, D.F.

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Dear Mr. President:

It has been requested that we provide legal services to the relevant agencies of the Government of Brazil in connection with the negotiations relating to Phase III of the restructuring of the Brazilian external debt. We shall be honored to do so.

It is agreed that we will be compensated for our services at our regular and ordinary rates (which range from \$90 per hour for the most junior associates to \$220 per hour for senior partners) which will be based primarily on the professional and support staff time in fact expended in providing these services. We will render our statements monthly. Those statements will include such detail as is necessary for you to verify their propriety. You will in the ordinary course render payment within 15 days through such payment channel as you may select.

It is also agreed that we will be compensated at cost for all actual disbursements made with respect to these matters for the benefit of the Government of Brazil, including such expenditures as telephone and telex, travel costs, printing and reproduction, and actual and reasonable expenditures by professional and support staff for accommodations, meals and similar incidentals while away from Washington.

It is contemplated that Arnold & Porter will cooperate in the establishment and maintenance of the offices, staff and equipment in New York which will be required for

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The Honorable Antonio Carlos Lemgruber
May 21, 1985
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the negotiations. This may include the provision of such matters as computer services, operators, English language secretaries and communication facilities in New York. As to those we will be compensated for the actual cost.

Please indicate by return communication that this understanding is acceptable to you.

We are honored to work with you in this matter.

Sincerely yours,

ARNOLD & PORTER

By S/
William D. Rogers