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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 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.

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:
New written agreement with the foreign principal.

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 change in information relating to the Exhibit B filed for a foreign principal of the registrant, Republic of Venezuela. The Registrant has entered into a new written agreement with the foreign principal for the period ending December 31, 1990 (a copy of which was received about December 21, 1990). A copy is attached.

INTERNAL SECURITY
SECTION
REGISTRATION UNIT

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CRIMINAL DIVISION

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.

William D. Rogers
William D. Rogers

(All 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 26th day of December, 1990 Letitia M. Dupen
(Notary or other officer)

My commission expires May 14, 1994

ATTACHMENT 1

State of Israel
International Commodities Clearing House, Ltd.
The London Futures and Options Exchange
British American Arts Association (U.K.) Ltd.
The London International Financial Futures
Exchange Ltd.
Republic of Venezuela
Banco Central do Brasil
Government of Brazil
Venezolana de Cementos CA
Profilo Holding A.S.
The Grain and Feed Trade Association
The Metal Market and Exchange Company Limited
Government of Aruba
Asocolflores
Airbus Industrie
The International Petroleum Exchange of London Limited
Government of the Republic of Panama
Joint Exchanges Committee
Government of Canada
Komatsu Ltd.
Suramerica de Aleaciones Laminadas, C.A.
Asociacion Venezolana de Productores de
Cementos
Government of Chile

CONTRACT FOR LEGAL ADVICE
THE REPUBLIC OF VENEZUELA
REGARDING PUBLIC CREDIT MATTER

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CRIMINAL DIVISION
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INTERNATIONAL
REPRESENTATIVE

Between the Ministry of Finance of the Republic of Venezuela, represented in this action by Dr. Roberto Pocaterra, in his capacity as Minister of Finance according to Decree No. 797 of March 8, 1990, published in the Official Gazette of the Republic of Venezuela No. 34.424 of the same date, which will be known hereafter as the "Ministry," and the Law Firm of Arnold and Porter, represented by Mark Stumpf, a citizen of the United States, passport number 012058424, duly authorized through notification from said firm, who will be known hereafter as the "Adviser," who have agreed to carry out the following Contract for Legal Advice:

FIRST CLAUSE: The Adviser undertakes to provide legal assistance and advice to the Ministry on matters related to the external public credit of the Republic of Venezuela, including the refinancing of the Republic's public external debt.

SECOND CLAUSE: The Ministry will pay the Adviser for professional fees resulting from this Agreement, as stated in invoices reflecting services rendered, up to an amount not to exceed TWO MILLION EIGHT HUNDRED FIFTY THOUSAND U.S. DOLLARS (US\$ 2,850,000.00), payable in U.S. dollars.

THIRD CLAUSE: The Ministry agrees that the Ministry will reimburse the Adviser for travel expenditures, telephone and telex costs, the cost of printing services and similar costs related to the performance of this Agreement. This reimbursement shall be made at the end of each month in accordance with a duly conforming account statement and shall not exceed a total amount of ONE MILLION SEVEN HUNDRED SIXTY THOUSAND U.S. DOLLARS (US\$ 1,760,000.00) payable in U.S. dollars.

FOURTH CLAUSE: This Agreement will be effective from January 1, 1990 until December 31, 1990. The Ministry reserves the right to rescind this Agreement at any time, with thirty (30) days prior written notice.

FIFTH CLAUSE: Any disagreement or controversy arising from the interpretation or execution of this Agreement will be decided by the Courts of the Republic of Venezuela, in conformity with Venezuelan law.

In Caracas, the 13 day of the month of December,
1990.

For the Ministry

For the Adviser

Roberto Pocaterra

Mark Stumpf

Minister of Finance

/s/ Carlos Stark Rausseo (SEAL)
Minister of Finance
[Acting]

CERTIFICATE

I, Whitney Debevoise, hereby certify that I am competent to translate from Spanish into English, and that the translation of the Contract for Legal Advice To The Republic of Venezuela Regarding Public Credit Matter, attached hereto, is true and accurate.

Whitney Debevoise
Whitney Debevoise

City of Washington)
) ss:
District of Columbia)

Subscribed and sworn to by Whitney Debevoise this
21st day of December, 1990.

Cassandra L. Freeman
Notary Public

My Commission Expires
July 14, 1992

90 DEC 26 1990
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CRIMINAL DIVISION
INTERNAL SECURITY
REGISTRATION UNIT

**CONVENIO DE ASESORIA JURIDICA
A LA REPUBLICA DE VENEZUELA
EN MATERIA DE CRÉDITO PÚBLICO**

Entre el Ministerio de Hacienda de la Republica de Venezuela, representada en este acto por el doctor Roberto Pocaterra, en su caracter de Ministro de Hacienda, segun consta en Decreto No. 197 del 1 de marzo de 1990, publicado en Gaceta Oficial de la Republica de Venezuela No. 34.424 de la misma fecha, quien en lo sucesivo se denominara "EL MINISTERIO," y el Escritorio Juridico ARNOLD & PORTER representada por el ciudadano Mark Stumpf de nacionalidad Estadounidense, pasaporte No. 012058424, debidamente autorizado segun consta en comunicacion de esa firma, quien en lo sucesivo se denominara "EL ASESOR," se ha convenido en celebrar el siguiente Convenio de Asesoría:

CLAUSULA PRIMERA: "EL ASESOR" se compromete a asistir y asesorar a "EL MINISTERIO" en los aspectos legales relacionados con el credito publico externo de la Republica de Venezuela, incluyendo el refinanciamiento de la deuda publica externa.

CLAUSULA SEGUNDA: "EL MINISTERIO" pagara a "EL ASESOR," por concepto de Honorarios Profesionales derivados de este Convenio, las facturas que le fueran

presentadas de acuerdo a las consultas atendidas, hasta un monto que no excedera de DOS MILLONES OCHOCIENTOS CINCUENTA MIL DOLARES DE LOS ESTADOS UNIDOS DE AMERICA (US\$ 2.850.000,00), pagaderos en dolares de los Estados Unidos Norteamericanos.

CLAUSULA TERCERA: "EL MINISTERIO" conviene en que los gastos de pasajes, viaticos, telefonemas, telex, impresion y otros similares, relacionados con la celebracion, ejecucion de este Convenio sera reembolsado a "EL ASESOR" al termino de cada mes, de acuerdo con la relacion debidamente conformada por "EL MINISTERIO" hasta por un monto maximo de UN MILLON SETECIENTOS SESENTA MIL DOLARES DE LOS ESTADOS UNIDOS DE AMERICA (US\$ 1.760.000,00), pagaderos en dolares de los Estados Unidos Norteamericanos.

CLAUSULA CUARTA: Este Convenio empezara a regir a partir del 1° de Enero de 1990 hasta el 31 de Diciembre de 1990. "EL MINISTERIO" se reservara el derecho de rescindir este Convenio en cualquier momento, con treinta (30) dias de preaviso, dado por escrito.

CLAUSULA QUINTA: Cualquier divergencia o controversia que pudiera surgir acerca de la interpretacion o ejecucion del presente Convenio, sera

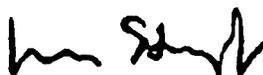
decidida por los Tribunales de la Republica de
Venezuela, de conformidad con sus leyes.

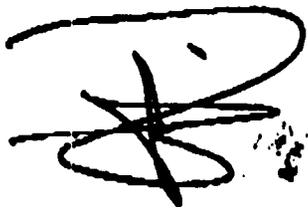
En Caracas, a los 13 dias del mes de diciembre
de 1990.

Por "EL MINISTERIO"

Roberto Pocaterre
Ministro de Hacienda

Por "EL ASESOR"


Mark Stumpf


CARLOS STARK RAUSSEO
Ministro de Hacienda
(Encargado)

