

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. 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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 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 <b>Arnold &amp; Porter</b>		2. Registration No. <b>1750</b>
3. Name of foreign principal <b>Asociacion Venezolana de Productores de Cementos</b>		4. Principal address of foreign principal <b>Avenida Venezuela, Edificio Venezuela, 50 Piso-El Rosal 1060, Caracas, 1010-A Venezuela</b>

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. **N/A**
- b) Name and title of official with whom registrant deals.

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

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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

The Asociacion Venezolana de Productores de Cementos promotes the general interests of the Venezuelan cement industry.

b) Is this foreign principal

- 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.)

We understand that the foreign principal is owned, controlled and financed by its Venezuelan member cement companies.

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
November 13, 1990	Brooksley Born, 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 triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Name of Registrant  
**Arnold & Porter**

Name of Foreign Principal  
**Asociacion Venezolana de Productores de Cementos**

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 three 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 three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3.  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 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 and will represent the foreign principal in connection with a possible antidumping case against Venezuelan cement exports to the U.S. As set forth in the attached agreement (signed November 9, 1990), 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.

As set forth in the attached agreement, the Registrant will render advice on U.S. laws, regulations and policies and will represent the foreign principal in connection with a possible antidumping case against Venezuelan cement exports to the U.S.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?  
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, officials of government agencies, and with members of the U.S. Senate and House of Representatives and their staffs relating to a possible antidumping case against Venezuelan cement exports to the U.S.

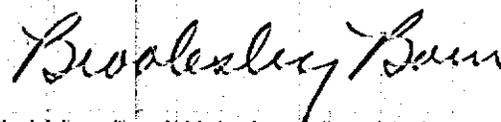
Date of Exhibit B

November 13, 1990

Name and Title

Brooksley Born, Partner

Signature



Political 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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October 26, 1990

Luis Enrique Berrizbeitia  
President  
Asociacion Venezolana de  
Productores de Cementos  
Edificio Venezuela  
Piso #5 - El Rosal  
Caracas 1060  
Venezuela

Dear Mr. Berrizbeitia:

This letter sets forth the terms and conditions pursuant to which Arnold & Porter (the "Firm") has agreed to provide legal services to the Asociacion Venezolana de Productores de Cementos ("AVPC").

1. Representation

A. Scope. We have mutually agreed that the Firm, with the assistance of APCO Associates, will provide AVPC with advice and representation in connection with a possible antidumping case against Venezuelan cement exports to the U.S. The initial phase of this representation will involve gathering information and researching potential strategies with regard to the possible filing of an antidumping petition.

B. Disclosure. As we have discussed with you, the Firm has in the past represented and currently represents Venezolana de Cementos, S.A. If an antidumping case is filed against Venezuelan cement producers, the Firm may represent Venezolana de Cementos and possibly other individual Venezuelan cement producers if they so desire. You and we have agreed that there is no conflict between our representation of AVPC in the above-described matter and our other representation as set out in this subparagraph B, and that we are free to continue such representation.

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2. Fee Arrangements. It is agreed that AVPC will pay the Firm a fee for its services in connection with the above-described matter, in accordance with the terms and conditions set forth below.

A. Fee Calculation. The Firm will charge for our legal services at our usual and customary rates for matters of the type described above. These charges are based on the direct time inputs recorded in connection with the representation, such time being charged at our standard hourly rates for such services as in effect at the time the work is performed. The time inputs considered include the time of attorneys and, where applicable, other professionals and paraprofessionals, as well as secretarial and word processing personnel. In order fairly to allocate the charges of paraprofessionals, secretaries, and word processing personnel among our clients, our time records are kept on an "unbundled" basis with personnel in these categories being considered direct timekeepers. We will be pleased to indicate to you, if you wish, our current standard hourly time rates for attorneys and others at various levels of seniority.

3. Reimbursement for Disbursements. In addition to the fee for the Firm's services described in Section 2 above, it is agreed that AVPC will reimburse the Firm for all out-of-pocket expenses and other internal charges incurred by the Firm in connection with its work on the above-described matter, in accordance with the terms and conditions set forth below.

A. Expenses Covered. The expenses related to the present representation for which AVPC has agreed to reimburse the Firm include, without limitation, all travel and transportation expenses (including subsistence expenses while on travel), charges for long distance telephone calls, express delivery and postage charges, duplicating charges, expenses associated with overtime work, and all other fees and charges incurred by the Firm on your behalf. Charges outside to or assessed by third parties will be reimbursable at cost, while charges for internal services will be billed at the Firm's usual and customary rates for such internal services at the time the work is performed. We will be pleased to indicate to you, if you wish, our current standard charge rates for various kinds of internal services.

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B. Advancement or Direct Billing of Major Expenses. If, in the course of its representation in connection with the above-described matter(s), it is necessary for the Firm to arrange for the services of other outside counsel, experts, or consultants or to incur other major expenses on your behalf with third-parties, it is agreed that the Firm may, at its option, (i) arrange to have the charges for such services or items billed directly to AVPC; (ii) incur expenses for such services or items on condition that the service provider or vendor agrees to be paid by the Firm only after the Firm receives the payment(s) therefor from AVPC; or (iii) request an advancement of funds to cover such charges from AVPC.

4. Statements for Fees and Disbursements. It is agreed that every month the Firm will send you a statement covering charges for our fees and APCO's fees for the preceding month and those expenses recorded during the preceding month for which reimbursement is requested (except for those periods in which there are no substantial time charges or expenses, in which case any such charges will be carried forward to another billing period). All such fee and expense charges shall be due and payable within 30 days following your receipt of such statements. The Firm reserves the right to impose a late charge of the lesser of (i) 1 percent per month or (ii) the maximum lawful rate in the event that fee and expense charges are not paid within such 30-day period. It is agreed that all statements for disbursements shall be expressed, and payment therefor made, in United States Dollars.

5. Advance Retainer Payments. AVPC agrees to provide the Firm with an advance retainer payment equal to \$15,000. If, at any time during the course of our representation, full remittance is not received from AVPC within 30 days following your receipt of a statement from the firm, the firm shall have the right to draw against the advance retainer amount to cover the unpaid balance of such statement. In such event, you shall be promptly notified of such withdrawal, and AVPC shall promptly replenish the advance retainer payment to its original amount. The amount of the advance retainer payment shall be subject to adjustment by the Firm should the scope of work in connection with the representation change. Any amount of the advance

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retainer payment that is no longer needed following an adjustment as described above or any amount that remains at the conclusion of the representation shall be promptly returned to AVPC. No interest shall be paid by the Firm on any amounts so returned.

6. Disputes Concerning Statements. It is agreed that AVPC will promptly dispute any amount to which it objects on any statement rendered by the Firm. Should no such objection be raised within 30 days following your receipt of any statement, such statement shall be deemed accepted by AVPC as an obligation to be paid in full.

7. Governing Law. This agreement shall be construed and governed in all respects by the law of the District of Columbia without regard to any conflict-of-law provisions.

\* \* \*

If the foregoing is agreeable to you, we would appreciate your confirming it by signing the enclosed copy of this letter and returning it to the undersigned. Upon our receipt thereof, as well as our receipt of the agreed-upon advance retainer payment, we will proceed with the legal services upon your instructions.

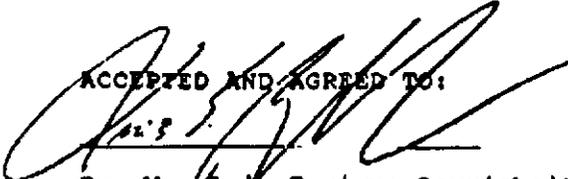
Arnold & Porter is pleased to have the opportunity to serve you in connection with the above-described matter.

Sincerely yours,

ARNOLD & PORTER

By: Whitney Debevoise  
Whitney Debevoise

ACCEPTED AND AGREED TO:

  
By: Mr. Luis Enrique Berrizbeitia  
President  
Asociacion Venezolana de Productores de Cementos