

U.S. Department of Justice

Washington, DC 20530

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

**INSTRUCTIONS.** File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. 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 in print and online at: <http://www.fara.gov>.

**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, Counterespionage Section, National Security 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  Patton Boggs LLP	2. Registration No.  2165
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- To correct a deficiency in
- Initial Statement
- Supplemental Statement for the period ending \_\_\_\_\_
- Other purpose (*specify*) \_\_\_\_\_
- To give notice of change in an exhibit previously filed.

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

n/a

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 space is insufficient, a full insert page must be used.*)

Registrant has renewed its agreement to provide legal services to the Government of Libya. A copy of the engagement letter is attached.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature<sup>1</sup>)

May 15, 2013

/s/ Edward J. Newberry

eSigned

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<sup>1</sup> This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

**PATTON BOGGS** LLP

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May 7, 2013

David M. Tafuri  
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Ambassador Ali Suleiman Aujali  
Minister Counselor Suleiman Salem Abulhul  
The Embassy of Libya  
2600 Virginia Avenue, NW  
Suite 705  
Washington, DC 20037

**Re: Engagement of Patton Boggs LLP**

Dear Ambassador Aujali:

Thank you for your kind and generous letter of April 30, 2013. We have greatly enjoyed representing, first the National Transitional Council of Libya, and later the Government of Libya, during a period of historic achievements by the people of Libya. Each of the goals of the previous engagement have been achieved, namely the recognition of the transitional government of the people of Libya as the new legitimate government of Libya, in place of the illegitimate former regime, and the protection of Libyan assets in the US and abroad for the benefit of the Libyan people.

This engagement letter replaces our previous engagement letter. Under the terms of this engagement, Patton Boggs will continue to serve as legal counsel to the Government of Libya, on an as needed basis. Upon receiving written request from the Libyan Government for services, Patton Boggs will perform work according to the following terms. The Libyan Government will not be obligated to pay any fees or costs to Patton Boggs, unless our firm receives a request for such services.

This new engagement letter will keep in place the 20% discount across the board on all future legal fees for services PB provides to the Government of Libya. To ensure that the Government of Libya and we have a common understanding of the terms of our representation and to comply with the rules of professional conduct for the jurisdictions in which we practice, I have again enclosed our statement describing the standard terms of engagement for legal services to be provided by Patton Boggs LLP. The terms of engagement cover such matters as our procedure for handling potential conflicts of interest, fees, costs and expenses, billing arrangements and terms of payment. Please review the document carefully to ensure that it comports with your understanding. This letter supplements and modifies the enclosed terms of engagement.



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I will be primarily responsible for the work done on behalf of client and will supervise the lawyers and other professionals who may work on this project. I anticipate that associates, staff attorneys, legal assistants, specialists and/or in-house consultants will assist in the matter.

As explained more fully in the terms of engagement, we will determine our legal fees based on our standard hourly billing rates in effect when the work is performed and the number of hours worked by each attorney. Generally, our billing rates for Partners range from \$440 to \$995, for Associates from \$270 to \$595, and for Legal Assistants from \$100 to \$295. This range varies, slightly, based on geographic location. The billing rates of certain lawyers with special expertise or extensive experience may be outside these ranges. Generally, we adjust our billing rates at least once annually, typically in October. As noted above, we will reduce all legal fees by a 20% discount across the board. In addition to our fees for legal services, we also charge separately for certain costs and expenses as described in the enclosed statement.

If you agree with these terms and conditions, including those set forth in the standard terms of engagement, no further action is required. If you have any questions about these terms or would like to discuss them, please call me as soon as possible so as not to impede our commencing work on your behalf.

These terms and conditions will apply to any future work we undertake for you unless we send you a new letter reflecting different terms and conditions.

We look forward to working with the Government of Libya to achieve a successful result.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Tafuri", written over a horizontal line.

David M. Tafuri  
for PATTON BOGGS LLP

cc: Thomas Hale Boggs, Jr.  
David E. Dunn, III

PATTON BOGGS LLP

Terms of Engagement for Legal Services

We appreciate your selection of our Firm to represent you. The purpose of this statement is to provide you with important information about the scope of this engagement, our fees and billing policies, and other terms that will govern our relationship. While we do not wish to begin this relationship on an unduly formal footing, it has been our experience that this statement is helpful to both the client and the Firm.

Unless modified by the engagement letter forwarded along with this enclosure, this statement sets forth the terms of our engagement as your lawyers. We therefore ask that you carefully review it to ensure that it comports with your understanding of our respective responsibilities. If you have any questions concerning the matters discussed below, please contact us promptly and before we commence work so that we may address them with you. We suggest that you retain a copy of this statement with your copy of the accompanying engagement letter, as these terms will be an integral part of our agreement with you.

The Scope of Our Engagement

The accompanying engagement letter describes the work we are to perform on your behalf. We want you to have a clear understanding of the legal services we will provide, and encourage you to review the letter and to discuss with us any questions you may have concerning these services. If at any time you believe it is desirable to supplement or amend the scope of work described in our engagement letter, please let us know.

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 such 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.

Who Will Provide the Legal Services

Your representation will be supervised by the principal attorney specified in the accompanying engagement letter. Subject to the principal attorney's supervision, other lawyers, in-house specialists and consultants and/or legal assistants (paralegals) in the Firm may perform services on your behalf. The staffing decisions are made by the principal attorney with the objective of rendering timely and cost effective services to you.

How Fees Will Be Set

Fees for services rendered will be based on the reasonable value of those services as determined in accordance with the codes of professional responsibility for the jurisdictions in which we practice. Fees will be based primarily on our standard hourly billing rates in effect at the time the work is performed and the numbers of hours worked. Each attorney, legal assistant (paralegal), law clerk, and in-house specialist and consultant is assigned a standard hourly billing rate, based on the person's experience, years of practice, special expertise, and professional achievement. The Firm typically adjusts these rates on at least an annual basis to reflect current levels of legal experience, changes in overhead costs and other factors.

Time for which a client will be charged will include, among other things, telephone and office conferences with the client, witnesses, consultants, court personnel and others; conferences among our legal personnel; factual investigations; legal research; preparation of responses to clients' requests for us to provide information to their auditors; drafting of letters, pleadings, briefs, memoranda and other documents; travel time; and time in depositions, other discovery proceedings and in court. We charge our time in units of one quarter of an hour.

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Unless otherwise agreed in writing in advance, the obligation to make timely payment of our fees and expenses is not contingent on the outcome of the representation.

Costs and Expenses

In addition to our fees for legal services, we also charge separately for certain costs and expenses incurred in performing those services. These expenses may include costs of additional legal or financial professionals outside of our firms, photocopying, messenger and delivery service, computerized research, travel, long-distance telephone calls, telecopying, filing fees, staff overtime expenses and other similar costs and expenses. Certain of these items may be charged at more than our direct cost, including retaining rebates from service providers, to cover our overhead. Unless special arrangements are made at the outset, fees and expenses of experts and consultants will be the responsibility of, and will be billed directly to, the client.

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 seven years after completion of the services you have asked us to perform. Thereafter, unless the client tells us otherwise, we reserve the right to destroy those files at our discretion without further notice but shall not be obligated to do so. If you want us to keep files for a longer period of time, destroy them sooner, or return them to you, please tell us.

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 the engagement letter accompanying this statement constitutes your agreement not to contest our motion to withdraw from any court or administrative proceeding in these circumstances so long as we have complied with the applicable rules for withdrawal in that jurisdiction.

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 reserve the right to withdraw from representing a client should our continued representation pose, in our judgment, a clear conflict with the policies or interest of the Government of the United States.

باتن بوغز ش.م.م.

### شروط التوكيل بتقديم خدمات قانونية

إننا نقدر إختياركم لمكتبنا لتمثيلكم. الهدف من هذا البيان هو تزويدكم بمعلومات هامة حول نطاق هذا التوكيل، وأتباعنا والمبادئ المعتمدة للفواتير، وشروط أخرى ستحكم علاقتنا. وعلى الرغم من أننا لا نرغب في بدء هذه العلاقة على أساس رسمي غير ضروري، إلا أن خبرتنا علمتنا أن هذا البيان مفيد لكل من الموكل ومكتبنا على حد سواء.

وما لم يتم تعديل ذلك في خطاب التوكيل المحال مع هذا المرفق، يعرض هذا البيان شروط توكيلنا بأن نكون محاميكم، لذا نطلب منكم التمعن في الاطلاع عليه لضمان إتفاقه مع فهمكم لما يخص كل منا من مسؤوليات. وإن كانت لديكم أي أسئلة متعلقة بالمواضيع المطروحة أدناه، يرجى الإتصال بنا فوراً وقيل البدء بالعمل كي يتسنى لنا تناولها معكم. ونقترح أن تحتفظوا بنسخة من هذا البيان مع نسختكم من خطاب التوكيل المرفق، إذ أن هذه الشروط ستشكل جزءاً لا يتجزأ من إتفاقنا معكم.

### نطاق توكيلنا

يصف خطاب التوكيل المرفق العمل الذي سنؤديه بالنيابة عنكم. فنحن نريد أن نكتسبوا فهما واضحاً للخدمات القانونية التي سنقدمها، ونشجعكم على الاطلاع على الخطاب ومناقشة معنا أي أسئلة قد تكون لديكم في شأن هذه الخدمات. وإن كنتم تحتفظون في أي وقت أنكم ترغبون في إضافة أو تعديل نطاق العمل الموصوف في خطاب توكيلنا، يرجى إحاطتنا علماً بذلك.

وقيل البدء بتمثيل موكل معين، نحاول تحديد ما إذا كانت هنا أي حالات تضارب مصالح تتدخل في تمثيلنا لمصالح ذلك الموكل. وإذا حددنا أثناء توكيلنا أن مثل هذا التضارب قد نشأ، سنخطركم بذلك فوراً. ونطلب منكم بشكل مماثل إخطارنا إذا أصبحتم على علم بأي حالات محتملة لتضارب المصالح. وإذا إستنتجتم أو إستنتجنا أنه يجب إنهاء توكيلنا، سنبدل أفضل ما بوسعنا لحماية مصالحكم من خلال المساعدة على توفير مرحلة سلسة للإنتقال إلى محامين آخرين.

### من سيقدم الخدمات القانونية

سيتولى الإشراف على تمثيلكم المحامي الرئيسي المحدد في خطاب التوكيل المرفق. وبإشراف المحامي الرئيسي، قد يؤدي الخدمات بالنيابة عنكم محامون آخرون، و/أو إختصاصيون ومستشارون داخليون، و/أو مساعدون قانونيون في المكتب. ويتخذ المحامي الرئيسي قرارات التعيين بهدف تقديم لكم الخدمات في الوقت المناسب وبكلفة معقولة.

### كيف سيتم تحديد الأتعاب

ستكون أتعاب الخدمات المقدمة مبنية على القيمة المعقولة لتلك الخدمات وستكون مقررة وفقاً لمبادئ المسؤولية المهنية في الإختصاصات القضائية حيث نمارس مهنتنا. وستكون الأتعاب مبنية رئيسياً على أتعابنا العادية المحسوبة بالساعة والسارية وقت أداء العمل وعلى عدد ساعات العمل. ويُخصَّص لكل محامي ومساعد قانوني وموظف قانوني وإختصاصي ومستشار داخلي، بدل أتعاب عادي محسب بالساعة ويكون مبنياً على خبرة الشخص وسنوات ممارسته للمهنة وتخصصه وإنجازاته المهنية. ويعدل المكتب عادةً هذه الأتعاب على الأقل على أساس سنوي لتعكس المستويات الحالية للخبرة القانونية والتغييرات في التكاليف العامة وغيرها من العوامل.

والمدة الزمنية التي تقيد على حساب الموكل ستشمل من بين أمور أخرى الاجتماعات الهاتفية والمكتبية مع الموكل والشهود والمستشارين وموظفي المحكمة وغيرهم؛ والاجتماعات بين موظفي القانونيين، والتحقيقات في الوقائع، والبحوث القانونية؛ وإعداد الإستجابات لطلبات الموكل منا لتزويد معلومات للمدققين في حساباته؛ وتحرير رسائل ومرافعات وخلصات ومذكرات ومستندات أخرى؛ والمدة المستغرقة للسفر؛ والمدة المستغرقة خلال الإفادات وإجراءات الاكتشاف الأخرى وفي المحكمة. ونحن نسجل وقتنا على شكل وحدات مؤلفة من ربع ساعة.

وما لم يتم الإتفاق مسبقاً وخطياً على غير ذلك، لا يعتمد الإلتزام بسداد أتعابنا ونفقاتنا في الوقت المناسب على نتيجة التمثيل.

#### التكاليف والنفقات

بالإضافة إلى أتعابنا مقابل الخدمات القانونية، نقيد أيضاً على حسابكم وبشكل منفصل بعض التكاليف والنفقات المتكبدة أثناء أداء تلك الخدمات. وقد تشمل هذه النفقات تكاليف تعيين محترفين قانونيين أو ماليين من خارج مكتبنا، ونسخ المستندات، وخدمات ساعي البريد والتسليم، والبحوث على الكمبيوتر، والسفر، والمكالمات الهاتفية الخارجية، والفاكس، ورسوم رفع المستندات للجهات الرسمية، ونفقات العمل الإضافي للموظفين، وتكاليف ونفقات مشابهة أخرى. وقد تتجاوز بعض هذه النفقات كلفتنا المباشرة التي تشمل حصومات توكيل من مقدمي الخدمات لنا، وذلك لتغطية نفقاتنا العامة. وما لم يتم إتخاذ تدابير خاصة في البداية، ستكون أتعاب ونفقات الخبراء والمستشارين من مسؤولية الموكل وستُرْمَل له فواتير مباشرة خاصة بهم.

#### إنهاء التوكيل

يجوز لكم إنهاء توكيلنا في أي وقت ولأي سبب أو بدون أي سبب، وذلك من خلال إخطارنا بذلك. وإن حدث مثل هذا الإنهاء، وبناءً على طلبكم، سنعيد لكم فوراً أي أوراق أو ممتلكات وردتنا منكم، مع مراعاة حقوقنا في الإحتفاظ بهذه الأوراق أو الممتلكات كتأمين على الحصول على مقابل أي رسوم أو تكاليف أو نفقات مستحقة، وذلك في الحالات التي تكون مسموحة بموجب المبادئ السارية على السلوك المهني. كما سنحتفظ بالمواد الخاصة بعملنا والمتعلقة بالقضية لمدة زمنية معقولة بعد هذا الإنهاء. والسياسة العامة التي نعتدها هي عدم الإحتفاظ بنسخ من ملفات أو سجلات أخرى متعلقة بتوكيل لمدة أكثر من سبع سنوات بعد إتمام الخدمات التي طلبتم منا أداءها. وبعد ذلك، وما لم يردنا غير ذلك من الموكل، نحتفظ بحق تلف الملفات حسب تقديرنا بدون مزيد من الإخطار لكننا لن نكون ملزمين بالقيام بذلك. ويرجى إخبارنا إن كنتم تريدون منا حفظ الملفات لمدة زمنية أطول أو تلفها قبل أو أنها أو إعادتها لكم.

إننا خاضعون لمقتضيات المسؤولية المهنية في الإختصاص القضائية حيث نمارس مهنتنا، وهي تدرج أنواعاً عديدة من السلوك أو الظروف التي تلزمنا أو تسمح لنا بسحب تمثيلنا لموكل، بما في ذلك مثلاً: التخلي عن سداد الأتعاب أو التكاليف، أو الإدلاء ببيانات كاذبة أو التخلي عن الكشف عن وقائع جوهرية، أو إتخاذ إجراء مخالف لنصيحتنا، أو تضارب المصالح مع موكل آخر، أو في حال كانت أي واقعة أو ظرف سيجعل مواصلة تمثيلنا حسب تقديرنا غير مشروع أو غير أخلاقي. وإن أصبح الإنسحاب ضرورياً، سنتخذ كافة الخطوات المعقولة لضمان إنتقال سلس إلى محامين آخرين. وبشكل قبولكم بخطاب التوكيل المرفق بهذا البيان إتفاقم على الإمتناع عن الاعتراض على طلبنا للإسحاب من أي مراقبة قضائية أو إجراء إداري في هذه الظروف طالما أننا قد تقيدنا بالقواعد السارية على الإسحاب في هذا الإختصاص القضائي.

ولن يؤثر إنهاء خدماتنا على مسؤوليتكم عن سداد مقابل الخدمات القانونية المقدمة والتكاليف والنفقات المتكبدة قبل الإنهاء والمتعلقة بعملية نقل نظامية للقضية. ونحتفظ بحق الإسحاب من تمثيل موكل إذا كان الإستمرار في تمثيله بشكل حسب تقديرنا تعارضاً واضحاً مع سياسات أو مصالح حكومة الولايات المتحدة.