

EXHIBIT A
TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

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 Patton, Boggs & Blow 2550 M Street, N.W. Washington, D.C. 20037		2. Registration No. 2165
3. Name of foreign principal Asociacion de Azucareros de Guatemala	4. Principal address of foreign principal Edificio Tivoli Plaza 6A Calle 38, Zona 9, 7° Nive Guatemala City, Guatemala	

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 _____

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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 the registrant deals.
- c) Principal aim N.A.

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 principal is an association of the sugar producers of Guatemala.

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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

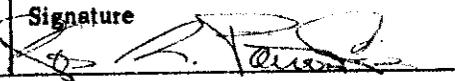
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

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.

The Asociation is owned and controlled by its members

Date of Exhibit A 1/19/82	Name and Title James R. Patton, Jr. Managing Partner	Signature 
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UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

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 Patton, Boggs & Blow	Name of Foreign Principal Asociacion de Azucareros de Guatemala
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Check Appropriate Boxes:

- 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.
 - 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.
 - 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.

Certain partners and associates of the registrant may engage in the performance of legal and related services on behalf of the foreign principal. Such services may include formal and/or informal advocacy of the principal's interests before U.S. Government agencies, in the courts and before the U.S. Congress. Such services may also include advice and counsel with respect to the domestic or foreign policies of the United States and other countries.

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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.

Formal and/or informal advocacy before the U.S. Congress, courts and administrative agencies. Advice and counsel relating to the domestic and foreign policies of the United States.

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 activities outlined under item 5 above may constitute political activities. Such activities may be carried out through any means of advocacy, including prepared and extemporaneous testimony and efforts to persuade; all of such efforts being calculated to induce the continuation of administrative and commercial policies relating to trade between the United States and the Association.

Date of Exhibit B	Name and Title	Signature
January 19, 1982	James R. Patton, Jr. Managing Partner	

^{1/} 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.

PROFESSIONAL RETAINER AGREEMENT

The undersigned, Director and Vice President of Asociacion de Azucareros de Guatemala ("Asociacion"), hereby confirms on behalf of the Asociacion, the terms and conditions of the Asociacion's retention of the law firm of Patton, Boggs & Blow of 2550 M Street, N.W., Washington, D.C., for the performance of legal and related services in furtherance of the purposes of the Asociacion.

Patton, Boggs & Blow have agreed to act on behalf of the Asociacion, as its legal representative in the United States and, in such connection, to perform professional services in furtherance of the purposes of the Asociacion at the request of duly authorized officers and otherwise to do such things as may be necessary and proper in order to properly carry out its duties as legal representative.

The Asociacion agrees to compensate Patton, Boggs & Blow by fees to be advanced quarterly commencing January 19, 1982, in accordance with said firm's estimate as to the extent of services to be required during that quarterly period. The total of the quarterly advances for any one-year period shall in no case be less than \$15,000 nor more than \$30,000.

Patton, Boggs & Blow shall also be advanced or reimbursed for all its expenses incurred in the conduct of the firm's services on behalf of the Asociacion. Such expenses shall be duly accounted for.

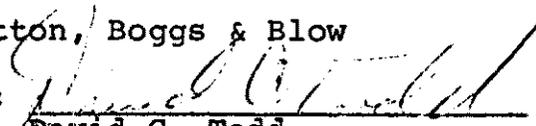
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The term of this agreement shall commence on January 18, 1982, and extend until January 17, 1983, and thereafter from year to year unless and until either party to this agreement gives to the other party written notice of termination.

AGREED AND CONFIRMED this 18th day of January, 1982, on behalf of the Asociacion de Azucareros de Guatemala.

Julio Herrera Z.
Vice President

Patton, Boggs & Blow

By: 
David C. Todd