

Privacy Act Statement. 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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 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 Patton Boggs LLP 2550 M Street, NW Washington, DC 20037	2. Registration No.  2165
3. Name of foreign principal Embassy of the Bolivarian Republic of Venezuela	4. Principal address of foreign principal 1099 30th Street, NW Washington, DC 20007

5. Indicate whether your foreign principal is one of the following:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

Individual-State nationality \_\_\_\_\_

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

a) Branch or agency represented by the registrant. Embassy of the Bolivarian Republic of Venezuela

b) Name and title of official with whom registrant deals. Ambassador Bernardo Alvarez Hernandez - Venezuelan Ambassador to the US

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

a) Principal address. N/A

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, N/A

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes  No

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

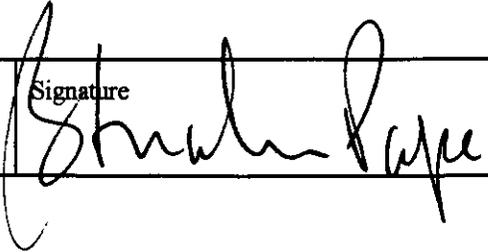
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes  No

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must 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 Stuart M. Pape Managing Partner	Signature 
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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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 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, 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 2550 M Street, NW Washington, DC 20037	2. Registration No.  2165
3. Name of Foreign Principal  Embassy of the Bolivarian Republic of Venezuela	

Check Appropriate Boxes:

- 4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6.  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 expenses, if any, to be recorded.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
  
Registrant is retained to assist the foreign principal in its relationship with the Government of the United States.

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REGISTRATION UNIT

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

Registrant proposes to advise the foreign principal with respect to its relationships with the US Government. Registrant also proposes to provide comments and advice regarding communications between the foreign principal and members of Congress and the Executive.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

Some of the Registrant's activities may include public advocacy and public policy counseling, as well as, interaction with officials from the Legislative and Executive Branches of Government.

Date of Exhibit B	Name and Title Stuart M. Pape Managing Partner	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any 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 interests, policies, or relations of a government of a foreign country or a foreign political party.



**EMBASSY OF THE BOLIVARIAN  
REPUBLIC OF VENEZUELA  
Washington DC**

**REPRESENTATION AGREEMENT**

This Advisory Agreement ("Agreement") is made between Patton Boggs LLP, a District of Columbia limited liability partnership ("Patton Boggs") and the Embassy of Venezuela in the United States ("the Embassy").

In consideration of the mutual covenants contained in this Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

**RECITALS:**

A. Patton Boggs is a firm engaged in the business of, among other things, providing domestic and international representation of clients in matters involving public advocacy, public policy and lobbying.

B. The Embassy desires to retain Patton Boggs to represent the Embassy as its Washington DC representative as set forth in Section 1 of this Agreement.

**AGREEMENT:**

**NOW, THEREFORE,** the parties hereto, intending to be legally bound, hereby agree as follows:

**1. Engagement/Scope of Work/Objectives/Deliverables.**

The Embassy hereby engages Patton Boggs and Patton Boggs hereby accepts an engagement to serve as its Washington DC representative in connection with the work described below.

1.1. **Scope of Work.** Patton Boggs will assist the Embassy in the design, testing and implementation of issue-oriented campaign and policy initiatives focused on achieving significant improvement in the bilateral relationship between the Bolivarian Republic of Venezuela ("the Republic") and the United States.

1.2. **Objectives.** The objectives are: (1) to formulate and identify issues of interest in the relationship between the Republic and the United States and goals related to those issues; (2) to formulate mission statements and detailed implementation strategies to achieve those goals; and (3) to demonstrate concrete progress toward goal achievement.

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 COMMISS/REGISTRATION UNIT

1.3. **Deliverables.** Deliverables shall be furnished during the Term, as defined below, including:

- A. Support for conduct of: (1) four to six "workshop" meetings to provide necessary input and consensus; and (2) one or more larger facilitated sessions to achieve final sign-off on the initiative plan.
- B. Agreed-upon written goals and mission statements.
- C. Detailed outline of initiative and implementation strategy to achieve the mission and goals.
- D. Mechanism for integrating assets in conformity with a coherent strategy.
- E. Identification of four to eight "champions" and commencement of dialog with same.
- F. Concrete demonstrations of support within targeted U.S. Government Agencies.

Patton Boggs will provide at the appropriate time appropriate reports, in Spanish and English, demonstrating the furnishing of each of the above listed deliverables.

1.4. **Patton Bogg's Availability and Responsibility.** Patton Boggs shall use its best efforts and commit such time and resources as are necessary to ensure the proper and timely performance of its duties and service obligations under this Agreement. J. Gordon Arbuckle will be primarily responsible for the work done on behalf of the Embassy. Daniel Addison and Rogelio Novey will be regularly and actively involved on a day-to-day basis. Other partners, associates, economists, independent consultants and legal assistants will assist in the matter under Mr. Arbuckle's, Mr. Addison's and Mr. Novey's supervision as their expertise and contacts require.

2. **Term of Agreement/Effective Date.** The Term of this Agreement shall commence on October 1, 2003, and shall continue until December 31, 2003, unless terminated as provided hereunder. The parties hereto contemplate that this Agreement will be an "evergreen contract" to be extended, by mutual agreement and in writing by the Embassy, with such revisions as may be negotiated, for one (1) or more successive twelve (12) month contract extension periods.

3. **Compensation and Payment.**

3.1. The Embassy shall pay Patton Boggs three (3) Fixed Fee payments of US\$100,000 per month on the thirtieth day of each full month (i.e., October 30, 2003, November 30, 2003, December 30, 2003, and each month thereafter if the Term is extended), plus ordinary reimbursable expenses, so long as such ordinary reimbursable costs and expenses do not exceed more than five percent (5%) of the Fixed Fee in any given month of the Term. Any ordinary reimbursable costs and expenses in excess of

five percent (5%) of the Fixed Fee in any given month shall be pre-approved by the Embassy. Fixed Fee payments shall be paid within seventy-two (72) hours of the thirtieth day of each month. For purposes of this Agreement, "ordinary reimbursable expenses" are those expenses described in the "Costs and Expenses" section of the document attached to this Agreement and incorporated herein by reference. Those costs and expenses that are not ordinary reimbursable costs and expenses shall be pre-approved by the Embassy and shall be an additional charge to the Embassy. The parties hereto acknowledge and agree that non-local travel costs and expenses are not ordinary reimbursable expenses and shall be pre-approved by the Embassy. All expenses will be billed at the end of each thirty (30) day period of the Term and shall be paid upon receipt, but in any event no later than thirty (30) days from receipt of invoice by the Embassy.

3.2. The Embassy shall pay Patton Boggs the Fixed Fee by check drawn from a U.S. bank, as provided in section 3.1., provided that Patton Boggs has supplied an invoice to the Embassy by the twentieth day of each month. The Embassy acknowledges and agrees that under no circumstances will it interrupt, delay, discontinue, offset, reduce or modify any payment, or otherwise make any partial payment of the Fixed Fee during the Term of this Agreement, as stipulated in paragraph 3. Please make the check payable to Patton Boggs LLP, reference our file number 21830 and send it to the following address:

Patton Boggs LLP  
c/o Daniel R. Addison  
Partner  
2550 M Street, NW  
Washington, DC 20037

#### 4. **Termination.**

4.1. Payment of the Fixed Fee for the first three (3) months of this agreement is guaranteed by the Embassy. The Embassy may terminate Patton Boggs' representation, with or without cause, by giving ten (10) days' written notice, so long as the Embassy pays Patton Boggs the balance of the three (3) months of the Fixed Fee that it has not already paid in full plus all costs and expenses incurred up to the date of termination. For example, if the Embassy terminates this Agreement after it has paid Patton Boggs US\$200,000, the Embassy shall be obligated to pay Patton Boggs US\$100,000 plus any accrued costs and expenses upon the early termination of this Agreement. Patton Boggs may terminate its representation of the Embassy by giving ten (10) days written notice. In this event, Patton Boggs will be paid until the effective date of termination. Written notice of termination must be directed to the Managing Partner of Patton Boggs LLP at 2550 M Street, NW, Washington, DC, 20037, U.S.A. Upon the Embassy's request, Patton Boggs will promptly return to the Embassy any papers or property that the Embassy has given to Patton Boggs, subject to certain 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. Patton Boggs will retain its own work product for a reasonable period of time after such termination. It is Patton Boggs' general policy not to retain copies of files or other records relating to an engagement for more than five (5) years after completion of services rendered. Thereafter, Patton Boggs

will destroy those files unless the Embassy requests otherwise. If the Embassy wants Patton Boggs to keep files for a longer period of time the Embassy must request such. The Embassy's termination of Patton Boggs' services will not affect the Embassy's responsibility for payment of services rendered and costs and expenses incurred before termination and in connection with an orderly transition of the matter as set forth in Section 3 of this Agreement.

4.2. Patton Boggs is subject to the rules of professional responsibility for the jurisdictions in which it practices, which list several types of conduct or circumstances that require or allow them to withdraw from representing a client, including for example: nonpayment of legal fees or costs, misrepresentation of or failure to disclose material facts, action contrary to its advice, conflict of interest with another client, or, if in its judgment, any fact or circumstance would render its continuing representation unlawful or unethical. If withdrawal ever becomes necessary, Patton Boggs will take all reasonable measures to ensure a smooth transition to new counsel. A signature executed by an authorized representative of the Embassy on this Agreement constitutes the Embassy's agreement not to contest Patton Boggs' motion to withdraw from any court or administrative proceeding in these circumstances.

## 5. Miscellaneous.

5.1. Counterparts. This Agreement will be executed in three counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

5.2. Headings. The headings used in this Agreement are for informational purposes only and are of no legal significance whatsoever.

5.3. Parties and Interests; Assignment. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto, their respective successors and assigns. Neither party shall assign all or any part of this Agreement without the other party's prior written consent. Notwithstanding the foregoing sentence, Patton Boggs may subcontract certain of its obligations hereunder; provided, however, that Patton Boggs shall remain fully responsible for the proper and timely performance of such obligations to the same extent as if it performed the obligations itself. Patton Boggs will assure the confidentiality of information provided to subcontractors, according to the Confidentiality Terms in section 5.4.

5.4. Confidentiality. Patton Boggs shall hold confidential and proprietary information, whether or not marked as such, that is provided by the Embassy in the strictest confidence. The standard of care imposed on Patton Boggs for maintaining the confidentiality of such information is at least the same level of care that is imposed by the American Bar Association Canons of Ethics pertaining to the use, disclosure or dissemination of confidential and proprietary matters divulged to attorneys by clients. For purposes of this Agreement, information that is not confidential or proprietary includes information that: (i) is in the public domain at the time it was disclosed; (ii) becomes known to or is developed by Patton Boggs independently and without breach of

this Agreement; or (iii) is required to be disclosed to effectuate the purposes of this agreement.

5.5. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter of this Agreement.

5.6. **Choice of Law.** It is the intention of the parties that the laws of the District of Columbia (USA), without regard to its principles of conflicts of laws, shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.

5.7. **Resolution of Grievances.** It is the intention of the parties to resolve all grievances and disputes in an amicable manner by negotiation. A party claiming a grievance shall notify the other party in writing setting forth the details of the grievance(s) and both parties shall within fifteen (15) working days thereafter convene a settlement conference at a site selected by the party against whom the grievance claim is made and shall in good faith attempt to resolve the matter. If the parties are unable to resolve the grievance at such a settlement conference, within fifteen (15) working days, or such additional time as mutually agreed, in accordance with the procedures defined below:

A. Any dispute or difference arising from this Agreement, which is not first resolved pursuant to paragraph 5.6. above shall be referred to and decided by a court of arbitration. The court of arbitration shall be composed of three arbitrators, one to be appointed by the Embassy, one to be appointed by Patton Boggs, and a third to be appointed by the two parties jointly, or in case no agreement between the appointment of the two arbitrators, the third arbitrator will be appointed by the President of the Zurich Chamber of Commerce. In any event, the third arbitrator shall be neither of Venezuelan nationality nor of U.S. nationality.

B. The party requesting arbitration shall notify the other party of its intention by registered letter with indication of its claims and the name and address of its arbitrator. If the other party has not appointed and forwarded the name and address of its arbitrator to the first mentioned party within thirty (30) calendar days of receipt of the notice, such arbitrator shall be appointed by the President of the Zurich Chamber of Commerce. The same procedure shall apply when an arbitrator fails, without excuse acceptable to the other arbitrators, to attend two successive meetings.

C. Each party may replace the arbitrator appointed by it or on its behalf, provided that no matter shall be pending before the court at the time of such replacement. Each party shall replace, within thirty (30) calendar days, the arbitrator appointed by it or on its behalf in case of death or resignation.

D. It is furthermore understood that both parties irrevocably agree to apply the UNCITRAL Rules, and to choose Zurich as the seat of court of arbitration.

E. The court shall make its decision by a vote of majority. Each party shall bear the expenses and fees of the arbitrator appointed by them and, regardless of

outcome, shall bear its own expenses relating to the arbitration proceedings. The court of arbitration shall determine the division of the remaining costs between the two parties. The cost of the arbitration proceedings shall be borne by the losing party. If neither party is 100% at fault, the cost of the arbitration proceedings shall be allocated to the parties according to the percentage of fault. Any other arbitration procedures to be followed shall be determined by the arbitrators. The decision of the court shall be final and binding and cannot be made subject to any appeal or other recourse.

5.8. **Waiver and Amendment.** No provision hereof may be waived unless in writing and signed by all the parties hereto. A waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein. This Agreement may only be amended by a written agreement executed by the parties hereto.

5.9. **Conflicts.** Patton Boggs provides a wide array of legal services to many clients around the world. These services include legislative and administrative representation on matters that may affect the interests of the Embassy, directly or indirectly. Therefore, as a condition of Patton Boggs undertaking to represent any client on a particular matter, Patton Boggs requests each of its clients to waive objection to any conflict of interest that might be deemed to be created by Patton Boggs representation of other clients in legislative or administrative policy matters that are unrelated to the specific representation Patton Boggs has been asked to undertake on their behalf. **The Embassy's prospective consent to conflicting representation shall not apply in any matter that is directly related to the subject matter of Patton Boggs' representation of the Embassy, or as to which we have obtained from the Embassy sensitive, proprietary or other confidential information of a non-public nature that, if known to any other such client of Patton Boggs, could be used by such client to the material disadvantage of the interests of the Embassy.** Patton Boggs emphasizes that the consent requested covers only matters that are unrelated to the work for which the Embassy is currently requiring the services of Patton Boggs, and Patton Boggs would not undertake any representation that is related in any material way to the current matters. In all cases, Patton Boggs will preserve the confidentiality of all non-public information that the Embassy provides. A signature executed by an authorized representative of the Embassy on this Agreement constitutes the Embassy's agreement to the waivers requested in this paragraph.

5.10. **Execution of this Agreement.** A copy of this Agreement executed and transmitted by telecopy may be deemed an original.

5.11. **Representations and Warranties of the Embassy.** The Embassy hereby represents and warrants to Patton Boggs that the undersigned has full power and authority to enter into this Agreement on behalf of the Embassy and to carry out the transactions contemplated hereby. This Agreement, when executed by the undersigned on behalf of the Embassy, will constitute a legal, valid and binding agreement of the Embassy enforceable against the Embassy in accordance with its terms.

5.12. **Representations and Warranties of Patton Boggs.** Patton Boggs hereby represents and warrants to the Embassy that the undersigned has full power and authority to enter into this Agreement on behalf of Patton Boggs and to carry out the transactions

contemplated hereby. This Agreement, when executed by the undersigned on behalf of Patton Boggs, will constitute a legal, valid and binding agreement of Patton Boggs enforceable against Patton Boggs in accordance with its terms.

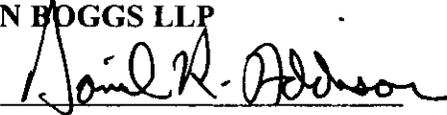
5.13. **Inspection.** The Embassy may inspect, at the appropriate Patton Boggs office, all correspondence, contracts, books, accounts, and other materials prepared or held by Patton Boggs that are directly related to its performance of this Agreement. Inspections may be made during Patton Boggs' regular business hours upon three (3) business days' prior written notice to Patton Boggs.

5.14. **Foreign Agents Registration Act.** Patton Boggs will be responsible for all costs and fees for the legally required filings in connection with the Foreign Agents' Registration Act and any other U.S. law requiring registration or filing as a result of activities undertaken pursuant to this Agreement.

5.15. **Standard Terms; Severability.** Patton Boggs' Standard Terms of Engagement for Advisory Services are attached and incorporated herein by reference. In the event of a conflict of this document and our Standard Terms, this Agreement controls. The parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, section, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the parties hereto under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the parties to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the dates indicate below.

**PATTON BOGGS LLP**

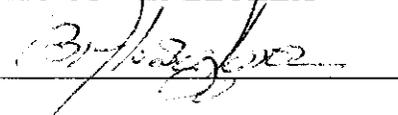
By: 

Name: Daniel R. Addison

Title: Partner

Date: October 1, 2003

**THE BOLIVARIAN  
REPUBLIC OF VENEZUELA**

By: 

Name: Bernardo Alvarez Herrera

Title: Venezuelan Ambassador in  
United States

Date: October 1, 2003