

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 Berliner & Maloney , 1101 17th St., N.W., Ste. 1004 Washington, D.C. 20036-4798	2. Registration No. 3512
3. Name of foreign principal Embassy of Belize	4. Principal address of foreign principal 1575 Eye St., N.W., Ste. 695 Washington, D.C. 20005

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. Embassy of Belize, 1575 Eye St., N.W., Ste 695  
Washington, D.C. 20005
- b) Name and title of official with whom registrant deals.  
The Honorable Edward A. Laing, Ambassador

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

N/A

- a) Principal address
- b) Name and title of official with whom the registrant deals.
- c) Principal aim

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 N/A

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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

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

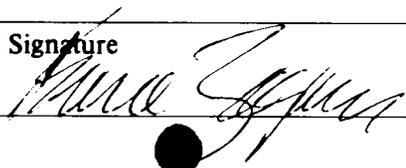
N/A

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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

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Date of Exhibit A	Name and Title	Signature
December 19, 1985	Bruce Zagaris, 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 duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Berliner & Maloney 1101 17th St., N.W., Ste. 1004 Washington, D.C. 20036-4798	Embassy of Belize

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.

The services will be performed by ascertaining developments in Belize within the scope of the agreement and reporting on them to interested members of the public. In the investment promotion area, the work will include contacting members of Congress and the Executive as well as informing private sector and media groups of opportunities in Belize. The work may also include liaising with international organizations.

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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.

Same as the answer to Question #4 and the attached exhibit (retainer agreement).

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
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 principal interests and policies to which the services will apply are foreign policy interests of the U.S. in Belize and in the region insofar as they impact on Belize, including foreign assistance, trade, investment, tax, and related policies. To a lesser extent, the services may concern enforcement and security policies of the U.S. affecting Belize.

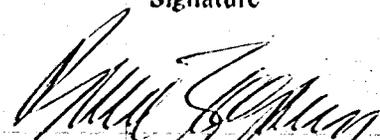
Date of Exhibit B

December 19, 1985

Name and Title

Bruce Zagaris, partner

Signature



<sup>1</sup>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.

LAW OFFICES  
**BERLINER & MALONEY**  
1101 SEVENTEENTH STREET, N. W.  
SUITE 1004  
WASHINGTON, D. C. 20036-4798  
(202) 293-1414

HENRY A. BERLINER, JR.  
BARRY C. MALONEY  
NEAL E. KRUCOFF  
WAYNE H. RUSCH  
BRUCE ZAGARIS  
CLEMENS J.M. KOCHINKE  
RICHARD J. KENNEDY  
KATHLEEN S. RICE  
CONSTANTINE G. PAPAIVIZAS  
  
COUNSEL  
RUFUS KING

CABLE ADDRESS:  
BERMAR  
  
TELECOPIER:  
(202) 293-1410  
  
TELEX:  
64432

November 20, 1985

The Honorable Edward A. Laing  
Embassy of Belize  
1575 Eye Street  
Suite 695  
Washington, D.C. 20005

Re: Retainer Agreement for Professional Services

Dear Eddie:

In response to your letter of November 14, 1985, this Retainer Agreement describes the terms of our legal representation.

1. Description of Services. We represent you in providing the following services: (1) help to promote investment in and commercial relationships with Belize, (2) assist in seeking to promote the development and the image of Belize, especially through our contacts with U.S. Governmental elements, and various business and professional communities, (3) notify your Embassy about and, where requested, supply you with details about developments of interest to Belize, especially in the aforementioned areas, and (4) provide such legal counselling as requested.

Since the work contemplates utilizing contacts with U.S. Government officials, we will register as required under the Foreign Agents Registration Act.

2. Professional Fees. Based on the nature of the above representations, our fee for professional services would be as follows: a monthly maximum for fees of \$550.00 for all professional services referred to above. The rate is a substantial discount of our normal charges and is essentially a pro bono service to your Embassy. If the services require more than 10 billable hours in a month, we may require an additional hourly charge before undertaking a particular project. We will notify you and receive your consent prior to embarking on such work.

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3. Reimbursable Expenses. Reimbursement will be required for our out-of-pocket expenses incurred in connection with the above-mentioned services, including the expense of any long distance telephone calls, filing fees, special postage, photocopies, transcripts or other advances for expenses incurred on your behalf.

4. Initial Retainer. Due to our firm's prior relationship with you and your Embassy, we will not require an initial retainer against either the professional fees in Paragraph 2 or reimbursable expenses in Paragraph 3.

5. Duration. The duration is for nine (9) months.

6. Managing Attorney. The undersigned attorney shall be the managing attorney responsible for supervising the professional services to be rendered.

If the foregoing meets with your approval, please sign the original of this Agreement and forward it to our offices with any initial retainer specified in Paragraph 4. If you have any questions with respect to the foregoing, please contact the undersigned.

Sincerely yours,

BERLINER & MALONEY

By: Bruce Zagaris  
Bruce Zagaris

AGREED TO AND ACCEPTED:

The Embassy of Belize by

Edward A. Laing  
The Honorable Edward A. Laing

Dated: November 27, 1985

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