

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<br>SWIDLER & BERLIN, CHARTERED<br>3000 K Street, N.W., Suite 300<br>Washington, D.C. 20007 | 2. Registration No.<br><br>4079   |
| 3. Name of foreign principal<br>Government of Haiti<br>Ministry of Finance   | 4. Principal address of foreign principal<br>Rue Mgr. Guilloux<br>Port-au-Prince, Haiti |

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. Ministry of Finance
- b) Name and title of official with whom registrant deals. Prosper Avril, President  
Government of Haiti

7. If the foreign principal is a foreign political party, state: Not Applicable

- 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, Not Applicable

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

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.)

Not Applicable

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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.

Not Applicable

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|                                   |   |   |
|-----------------------------------|---|---|
| Date of Exhibit A<br>July 6, 1989 | Name and Title<br>Lester S. Hyman, Attorney | Signature<br> |
|-----------------------------------|---|---|

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  
SWIDLER & BERLIN, CHARTERED

Name of Foreign Principal  
Government of Haiti  
Ministry of Finance

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.

Registrant will provide legal services for the Government of Haiti, including working with the U.S. Congress and the Bush Administration to obtain humanitarian and economic aid for Haiti, under appropriate circumstances.

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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.

Registrant will seek to educate, as appropriate, the U.S. Congress and the Bush Administration on the humanitarian and economic achievements and needs of the current Haitian Government, and will work with both the legislative and Executive Branches of the U.S. Government to maximize U.S. humanitarian and economic aid to Haiti as appropriate.

In addition, Registrant will make known, as appropriate, the views of the Haitian Government to the U.S. media, and will assist the Haitian Government in working with international organizations.

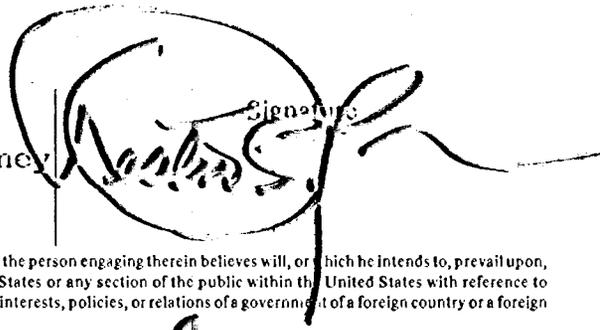
6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
Yes  No

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.

Registrant will meet with Members and Committees of the U.S. Congress, and principals in the Bush Administration, for the purpose of educating such persons on the Haitian Government's humanitarian and economic achievements and needs, and obtaining humanitarian and economic aid from the U.S. Government as appropriate.

Date of Exhibit B  
July 6, 1989

Name and Title  
Lester S. Hyman, Attorney

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.

# SWIDLER & BERLIN

CHARTERED

3000 K STREET, N.W.

SUITE 300

WASHINGTON, D.C. 20007-3841

(202) 944-4300

## AGREEMENT

TELEX: 701131

TELECOPIER (202) 944-4296

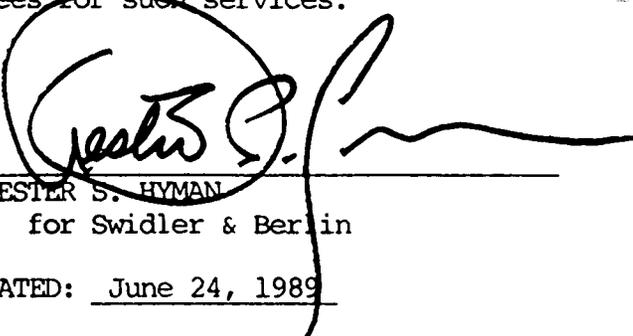
The undersigned agree that the Washington, D.C. law firm of Swidler & Berlin will represent the Government of Haiti for a period of one year from the date of receipt of the retainer amount described below with respect to the following matters:

- (1) Educate the U.S. Administration and Congress concerning the progress being achieved by the current Haitian government;
- (2) Work with the appropriate U.S. Executive Departments and Committees of Congress to maximize U.S. humanitarian and economic aid to Haiti;
- (3) Make known the views of the Haitian government to the U.S. media (newspapers, magazines and television);
- (4) Assist Haiti where appropriate with international organizations located in Washington, D.C.

In order to achieve the above assignment, Swidler & Berlin (Lester S. Hyman and H.P. Goldfield in particular) will work directly with the President of Haiti, his Ministers and staff, as well as with the Haitian Embassy in Washington, D.C.

It is understood by the parties that, in accordance with the requirements of the U.S. Foreign Agents Registration Act, Swidler & Berlin will register its representation of the Government of Haiti with the U.S. Department of Justice.

For their services, Swidler & Berlin will receive an advance retainer of Twenty Thousand Dollars (\$20,000.00), followed by eleven (11) monthly payments (to be paid on the first day of each month) of Five Thousand Dollars (\$5,000.00), making an annual total fee of Seventy-Five Thousand Dollars (\$75,000.00), plus out-of-pocket disbursements (authorized travel, telephone, fax, etc.). These fees represent approximately one-half of the firm's usual fees for such services.

  
\_\_\_\_\_  
LESTER S. HYMAN  
for Swidler & Berlin

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\_\_\_\_\_  
for Government of Haiti

DATED: June 24, 1989