

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 Latham & Watkins 1001 Pennsylvania Avenue, N.W. Washington, D.C. 20004	2. Registration No. 4849
3. Name of foreign principal Republic of Belarus	4. Principal address of foreign principal Vasily P. Pugachev Kommunisticheskaya Str., 1 20003 Minsk

5. Indicate whether your foreign principal is one of the following type: The Republic of Belarus

- 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. The Ministry of Defense at the Republic of Belarus
- b) Name and title of official with whom registrant deals. Vasily P. Pugachev
Chairman of Scientific-Technical Committee
of the Ministry of Defense
of the Republic of Belarus

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

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

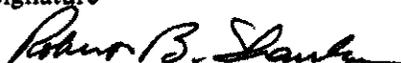
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b) Is this foreign principal

- 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.)*

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.

Date of Exhibit A	Name and Title	Signature
		

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
Latham & Watkins 1001 Pennsylvania Avenue, N.W. Washington, D.C. 20004	Republic of Belarus

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 nature and method of performance of the above-indicated Agreement is fully described in that document, which is attached hereto.

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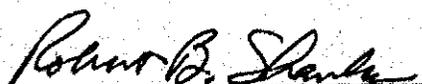
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The activities Latham & Watkins may engage in on behalf of the Republic of Belarus are fully described in the Agreement between the two parties, attached hereto, and in answer to question No. 6 below.

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.

Latham & Watkins will discuss, with officials of the U.S. government, the policies and procedures regarding the appropriation and disbursement of Nunn-Lugar funds insofar as they affect the Republic of Belarus.

Date of Exhibit B	Name and Title	Signature
		

¹Political 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.

PROTOCOL OF INTENT

WHEREAS, on July 22, 1993, the Government of the Republic of Belarus and the Government of the United States of America reached agreement regarding U.S. financial assistance under the Nunn-Lugar legislation; and

WHEREAS, in the spirit of such agreement, the Republic of Belarus and the United States of America reaffirmed their commitments to international peace; and

WHEREAS, the Nunn-Lugar funds are anticipated to be utilized for defense conversion projects, throughout the Republic of Belarus; and

WHEREAS, it is the intention of the government of the Republic of Belarus to obtain the advice, legal counsel and strategic guidance of the American law firm "Latham & Watkins" with regard to the Nunn-Lugar assistance to Belarus:

NOW THEREFORE, the Government of the Republic of Belarus (hereinafter the "Belarus Government") ^{through the} ~~and~~ Ministry of defense, on one side, and the U.S. law firm Latham & Watkins on the other side, hereby agree as follows: RIS / TST
Full.

1.0 SERVICES

Latham & Watkins agrees to:

- a) monitor the Nunn-Lugar process in the U.S. Government and provide the Belarus Government with written reports twice monthly on the status of the Nunn-Lugar program and issues of special interest to Belarus;
- b) act as representative of the Belarus Government with officials at the U.S. Department of State, the Defense Nuclear Agency and other relevant U.S. Government organization in order to emphasize the interests of The Republic of Belarus with Nunn-Lugar officials;
- c) advise and counsel officials of the Belarus Government in Minsk and Washington, D.C. with specific defense conversion proposals to be funded by Nunn-Lugar monies; and
- d) provide strategic advice to the Belarus Government on how to facilitate and expedite the funding of defense conversion projects in The Republic of Belarus.

2.0 AUTHORISATION OF LATHAM & WATKINS TO ACT AS FOREIGN AGENT

In order to perform the services listed in Article 1.0 above, the Belarus Government hereby authorizes Latham & Watkins to act as a representative of The Republic of Belarus in the United States with regard to the foregoing services.

3.0 COMPENSATION

For the services listed above in Article 1.0, Latham & Watkins shall receive a monthly retainer of Two Thousand U.S. Dollars (\$ 2,000) per month. Latham & Watkins shall also be reimbursed for reasonable expenses associated with providing the services mentioned above in Article 1.0 (such as, telephone calls, fax transmissions, xerox copies and similar charges), not to exceed Three Hundred U.S. Dollars (\$300) per month, unless authorized in advance by the Belarus Government.

4.0 TERM

The term of this Protocol of Intent shall begin on August 25, 1993 and shall continue until January 25, 1994, provided that, if the Belarus Government or Latham & Watkins desires to extend the term, they may do so upon terms and conditions which are agreeable to both parties.

This Protocol of Intent has been executed on this day of August 25, 1993, in the City of Minsk, the Republic of Belarus in four original copies, two copies in English and two copies in Russian



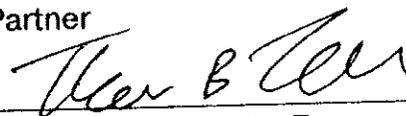
Alexander I. Toushinsky

First Deputy Minister of Defense
Republic of Belarus



Robert B. Shanks, Esq.

Latham & Watkins
Partner



Thomas B. Trimble, Esq.
Latham & Watkins
Of Counsel