

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  Greenberg Traurig LLP	2. Registration No.  5384 5494
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3. Name of foreign principal  The Government of the Republic of Guatemala	4. Principal address of foreign principal  Embassy of Guatemala 2220 R Street, NW Washington, D.C. 20008
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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:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (specify) \_\_\_\_\_
- Individual-State nationality \_\_\_\_\_

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

- a) Branch or agency represented by the registrant. Ambassador Antonio Arenales Forno and Foreign Minister Edgar Gutierrez
- b) Name and title of official with whom registrant deals.

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

- a) Principal address.
- b) Name and title of official with whom 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

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

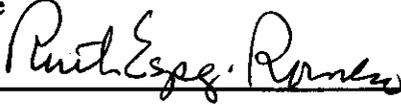
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes  No

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	Signature
2/12/03	RUTH ESPAY-ROMERO SHAREHOLDER	

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  Greenberg Traurig LLP	2. Registration No.  5384 5494
3. Name of Foreign Principal  The Government of the Republic of Guatemala	

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 received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Greenberg Traurig will act as attorney and counsel on behalf of the Republic of Guatemala in negotiating and addressing all issues in resolving the bilateral issue of recertification with the United States Government.

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

Greenberg Traurig (the "Firm") will be providing lobbying and legal services in connection with the U.S. Government's decertification of the Republic of Guatemala's counter narcotics activities. The Firm will work with the Guatemalan Ambassador, the Guatemalan Embassy officials and Guatemalan Government officials in connection with that Government's ongoing efforts to be recertified as a U.S. ally in international drug control. The Firm will seek opportunities to engage members of the Administration, USG departments and agencies, Members of the U.S. Congress and their staff and meet with the U.S. Embassy officials located in Guatemala City to chart a clear path to resolve counter narcotic issues.

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.

See item #8

Date of Exhibit B	Name and Title	Signature
2/12/03	RUTH ESPINOZA-RIVERA SIGNATURE HOLDER	Ruth Espinoza-Rivera

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.

In the city of Washington, DC, United States of America, on February 5 two thousand three, the following parties **APPEAR**: As a party **ANTONIO ARENALES FORNO**, Extraordinary and Plenipotentiary Ambassador of Guatemala before the United States Government acting in representation of the Republic of Guatemala, and who for the purposes of this contract will be called **THE CONTRACTOR** and on the other part, **GREENBERG TRAUIG ATTORNEYS AT LAW** who will be called **THE CONTRACTEE**, and we declare by this act we are carrying out an **ADMINISTRATIVE CONTACT OF PROFESSIONAL SERVICES IN LOBBYING** herein constituting the following clauses. **FIRST: THE CONTRACTEE** is obliged to render to the Government of Guatemala, lobbying services, advise and help in its relations with the Legislative and Executive powers of the United States. In consequence it will be for such effects at the disposition of the Guatemalan Embassy in Washington and of the Guatemalan officials that travel to this city for official purposes. Likewise it is obliged to carry out the following activities: A) Plan meetings with members and officials of US Congress and officials of different ministries and offices of US Government; B) Elaborate reports or testimonies for the Embassy of Guatemala to be submitted publicly to members and officials of the Congress and officials of the US Government; C) Lobby, advise and help the Embassy of Guatemala and official visitors with their contacts with press media; D) Schedule interviews and informative meetings; E) Prepare for the Embassy or its official visitors statements and other types of communications for the press media; H) Lobby, advise and help in the relations with government organizations, especially human rights and labor groups, as well as with political parties and associations, organizations and political foundations, academic or dedicated to investigation that influence sectors of power and public opinion. **SECOND: THE CONTRACTEE** will periodically report on the advances of the activities in regard to the present contract to the Ambassador of Guatemala before the United States Government. Likewise it will report directly to the Ministry of Foreign Relations every quarter with the object of establishing goals, to receive instructions and evaluate the results of the services rendered. **THIRD:** for the services to be rendered **THE CONTRACTOR** shall pay monthly to **THE CONTRACTEE** the amount of ONE HUNDRED FORTY FOUR THOUSAND NINE HUNDRED TWENTY SEVEN

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AMERICAN DOLLARS (US\$144,927.00), to be charged in the expenditure two thousand three-zero one-zero zero-zero zero zero- zero four-one hundred and eighty nine-zero one hundred-eleven (2003-01-00-000-04-189-0100-11) of the General Budget of Incomes and Expenses of the State to go into effect. It is agreed that **THE CONTRACTEE** will receive the net sum of ONE HUNDRED THOUSAND AMERICAN DOLLARS (US\$100,000) to cover the costs of honorariums and to cover the expenses of **THE CONTRACTEE** for services rendered, including telephone, fax photocopies, courier, charges incurred in for use of the internet and travel allowances. Any extraordinary expenses such as travel must be approved in advance through the Ministry of Foreign Relations. The balance will cover the taxes established by Guatemalan law, and the expenses incurred in by **THE CONTRACTEE** in order to fulfill the contract at hand. **THE CONTRACTEE** cannot solicit additional money than the amount agreed upon, even if the abovementioned expenses exceed the sum. The payment of the honorarium fees can be carried out through check or deposited in a bank account indicated by **THE CONTRACTEE**. **FOURTH: TERM:** The term for said contract is six months as of today, it can be can be extended for three month consecutive periods until December 31, 2003, through the subscription of a new contract or a letter exchange. **FIFTH:** The contract to be rendered, does not establish any labor relationship between **THE CONTRACTOR** and **THE CONTRACTEE**, as the services are eminently temporary. **SIXTH:** The current contract can be terminated prior to its expiration by a unilateral decision of one of the parties or by mutual agreement, therefore: a) **THE CONTRACTOR can terminate, without being liable, if THE CONTRACTEE fails** to fulfill its obligations with regard to the rendering of services. Likewise, this contract can be terminated with no responsibility on its part if **THE CONTRACTEE** is advised in writing at least thirty days in advance; B) **THE CONTRACTEE** can decide in the same manner, given the circumstances of a substantial change in the conditions in which its activities must be carried out; C) If by mutual agreement rescission proceeds, it will be effective thirty days after it is agreed upon. **SEVENTH:** The appearing parties, in our capacities **ACCEPT** the present contract, expressing our conformity with each and every one of its stipulations. Having

read the document and its contents, purpose, validity and other legal effects, we accept and ratify it in faith, as we sign below the present document.

Signed,

**ANTONIO ARENALES FORNO**  
Extraordinary and Plenipotentiary Ambassador  
of Guatemala before the United States

Ruth Espey-Romero  
as shareholder of Greenberg Traurig, LLP  
Dated: February 05, 2003

Effective date February 01, 2003

This is to certify that this is an accurate and true English translation of the foregoing Spanish language contract.

*Ruth Espey-Romero*

By: Ruth Espey-Romero

IN THE DISTRICT OF COLUMBIA:

Sworn to and subscribed before me this 12<sup>th</sup> day of February,

2003.

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*Lola C. Dickerson*

Notary Public

Lola C. Dickerson  
Notary Public, District of Columbia  
My Commission Expires 11-14-2005

My Commission Expires



En la ciudad de Washington, D.C., Estados Unidos de América, el 5 de febrero de dos mil tres, **COMPARECEMOS:** Por una parte **ANTONIO ARENALES FORNO**, Embajador Extraordinario y Plenipotenciario de Guatemala ante el Gobierno de los Estados Unidos de América actuando en representación de la República de Guatemala, y que en este contrato se le denominará **EL CONTRATANTE** y por la otra, **GREENBERG TRAUIG ATTORNEYS AT LAW** a quien se le denominará **EL CONTRATADO**, y declaramos que por este acto celebramos el **CONTRATO ADMINISTRATIVO DE PRESTACION DE SERVICIOS PROFESIONALES DE CABILDEO** contenido en las siguientes cláusulas. **PRIMERA: EL CONTRATADO** se obliga a prestar al Gobierno de Guatemala, servicios de cabildeo, consejo y ayuda en las relaciones con los poderes Legislativo y Ejecutivo de los Estados Unidos. En consecuencia estará para esos efectos a disposición de la Embajada de Guatemala en Washington y de los funcionarios guatemaltecos que viajen a esa ciudad por asuntos oficiales. Asimismo se obliga a llevar a cabo las siguientes actividades: A) Programar reuniones con miembros y funcionarios del Congreso estadounidense y funcionarios de los distintos ministerios y oficinas del Gobierno de los Estados Unidos; B) Elaborar informes o testimonios para la Embajada de Guatemala con vistas a su divulgación a los miembros y funcionarios del Congreso y funcionarios del Gobierno de los Estados Unidos; C) Cabildear, asesorar y ayudar a la Embajada de Guatemala y visitantes oficiales en sus relaciones con los medios de comunicación; D) Programar entrevistas y reuniones informativas; E) Elaborar para la Embajada o visitantes oficiales comunicados y otras comunicaciones para los medios de prensa; H) Cabildear, asesorar y ayudar en las relaciones con las organizaciones no gubernamentales, especialmente de derechos humanos y laborales, así como con los partidos políticos y asociaciones, organizaciones y fundaciones políticas, académicas o

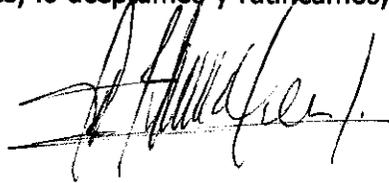
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de investigación que influyen en los sectores de poder y opinión pública. **SEGUNDA:** **EL CONTRATADO** reportará periódicamente sobre los avances de los compromisos adquiridos en el presente contrato al Embajador de Guatemala ante el Gobierno de los Estados Unidos de América. Asimismo se reportará directamente al Ministerio de Relaciones Exteriores cada trimestre a efecto de establecer metas, recibir instrucciones y evaluar el resultado de los servicios prestados. **TERCERA:** por los servicios a prestar **EL CONTRATANTE** pagará mensualmente a **EL CONTRATADO** la cantidad de CIENTO CUARENTA Y CUATRO MIL NOVECIENTOS VEINTISIETE DÓLARES AMERICANOS (US\$144,927.00), con cargo a la partida dos mil tres-cero uno-cero cero-cero cero cero-cero cuatro- ciento ochenta y nueve-cero cien-once (2003-01-00-000-04-189-0100-11) del Presupuesto General de Ingresos y Egresos del Estado en vigor. De la cantidad pactada **EL CONTRATADO** recibirá la suma de CIENTO MIL DÓLARES AMERICANOS NETOS (US\$100,000) en concepto de honorarios y para cubrir los gastos incurridos por **EL CONTRATADO** con relación a la prestación de sus servicios, incluyendo los gastos de teléfono, telefax, fotocopias, courier, cargos por uso de internet y viáticos. Los gastos extraordinarios como viajes deberán ser aprobados previamente a través del Ministerio de Relaciones Exteriores. El saldo cubrirá los impuestos conforme a las leyes guatemaltecas, y los gastos del **CONTRATANTE** para el cumplimiento del presente contrato. **EL CONTRATANTE** no podrá solicitar ninguna cantidad adicional a la pactada, aún cuando dichos gastos excedan de la misma. El pago de los honorarios podrá efectuarse mediante cheque o bien depósito en la cuenta bancaria que **EL CONTRATADO** indique. **CUARTA: PLAZO:** El Plazo del presente contrato es por seis meses a partir del día de hoy, el cual podrá ser prorrogado por períodos sucesivos de tres meses, hasta el 31 de diciembre de 2003, mediante la suscripción de un nuevo

per

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contrato o intercambio de cartas. **QUINTA:** La contratación que se celebra, no establece tipo alguno de relación laboral entre **EL CONTRATANTE y EL CONTRATADO**, cuya actividad tiene carácter eminentemente temporal. **SEXTA:** El presente contrato podrá darse por terminado antes de la fecha de su vencimiento, ya sea por decisión unilateral de las partes o por mutuo acuerdo, así: a) **EL CONTRATANTE** la dispondrá, sin responsabilidad de su parte, por faltar **EL CONTRATADO** en el cumplimiento de sus obligaciones en cuanto a la prestación de sus servicios. Asimismo podrá poner fin a este Contrato sin responsabilidad de su parte siempre y cuando de aviso por escrito a **EL CONTRATADO**, por lo menos con treinta días de anticipación; B) **EL CONTRATADO** lo decidirá en igual forma, en caso de registrarse cambio sustancial de las condiciones en que deban realizar sus actividades; C) Si por acuerdo entre las partes procediere la rescisión, la misma será efectiva treinta días después de acordada. **SEPTIMA:** Los comparecientes, en la calidad con que actuamos **ACEPTAMOS** el presente contrato, expresando nuestra conformidad con cada una de sus estipulaciones. Leído lo escrito e impuestos de su contenido, objeto, validez y demás efectos legales, lo aceptamos y ratificamos, en fe de los cual firmamos al pie del presente documento.



Ruth Espe-Romero as Shareholder of

Greenberg Traurig, LLP

2/05/03

Effective Date 2/01/03

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