

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, DC. 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.

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 Tew Cardenas LLP 700 12th Street NW, Suite 1150 Washington, DC 20005		2. Registration No. 5562
3. Name of foreign principal Republic of Panama	4. Principal address of foreign principal Ministry of Commerce and Industry Edificio Plaza Edison, Piso #3, Sector El Paical, Ave. Ricardo J. Alfaro, Apartado Postal 9658, Zona 4, Panamá, República de Panamá	
5. Indicate whether your foreign principal is one of the following:		
<input checked="" type="checkbox"/> Foreign government		
<input type="checkbox"/> Foreign political party		
<input type="checkbox"/> 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): _____		
<input type="checkbox"/> Individual-State nationality _____		

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

a) Branch or agency represented by the registrant.
Executive Branch

b) Name and title of official with whom registrant deals.
Minister Alejandro Ferrer

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

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 <input type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

2006 JAN 20 AM 10:03
ORGANIZATION UNIT

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
January 18, 2006	Sloan Rappoport, Partner	

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

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 Tew Cardenas LLP	2. Registration No. 5562
3. Name of Foreign Principal Republic of Panama	

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.

The Republic of Panama shall pay Tew Cardenas LLP \$15,000.00 per month through June 30, 2006

CRIMINAL DIVISION
REGISTRATION UNIT
JUN 20 10 10 AM '06

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

Provide strategic and technical advice for successful completion and legal review of a free trade agreement with the United States.

2006 JAN 20 11:10:04
COMMERCE/REGISTRATION UNIT

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.

Assist the Government of Panama before the Executive and Legislative branches on matters related to the US-Panama Free Trade Agreement.

Date of Exhibit B	Name and Title	Signature
January 18, 2006	Sloan Rappoport, Partner	

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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.

TEW · CARDENAS LLP

One Metro Center
700 12th Street NW
Suite 1150
Washington, DC 20005
Phone: (202) 904-2050
Fax: (202) 904-2051

January 5, 2006

COPY

His Excellency Alejandro Ferrer
Minister of Commerce and Industry
Republic of Panama
Panama, Republic of Panama

Dear Minister Ferrer:

Thank you for providing Tew Cardenas LLP (“the Firm”) with the opportunity to continue providing our services to the Republic of Panama (“the Client”). As you know, the Firm represented the Ministry of Industry and Commerce of the Republic of Panama from January 1, 2005 through December 31, 2005. It was our distinct pleasure to work with you and your team at the Ministry on your ongoing negotiation with the United States. Pursuant to our discussion, the Firm will continue to represent the Client on matters related to the U.S.-Panama Free Trade Agreement, working primarily with the Minister of Commerce and other senior Panamanian officials as directed by the Client.

The Firm’s representation will focus on providing strategic advice for successful conclusion of free trade agreement (FTA) negotiations with the United States, technical advice during the conduct of the legal review between the United States and Panama of the FTA, and support with regard to legal and administrative procedures required for consideration and passage of the U.S.-Panama FTA in the U.S. Congress.

The Client understands that, while partners of the firm have developed positive professional relationships with governmental officials, there can be no guarantee that decisions of the governmental agency will be favorable to the Client. The Client further acknowledges that there have been no representations that the Firm or its partners can exert any undue or improper influence over any governmental agency or official.

In consideration for the Firm representing the Client, the Client has agreed to pay the Firm fees, effective January 1, 2006 through June 30, 2006. For six months, commencing on the effective date hereof, this fee shall be annualized in accordance with the terms of this agreement. For services described above, the Client shall pay the Firm fees in six (6) equal monthly installments of \$15,000.00 per month (“Flat Fee”) plus the 5% local Panamanian levy of \$750.00 per month, in addition to expenses incurred. If there are individual expenses that exceed \$3,000, the Firm will first seek pre-approval of such expenses from the Client before being authorized.

2006 JAN 05 11:10 AM
COMMERCIAL BANK

The Firm's fees will be billed to the Client each month. Payment in full of the Firm's statements for services is due when the statement is received by the Client. These terms of our retention will renew automatically at the conclusion of this term, unless and until terminated. Termination prior to the end of the term will not relieve payment of the Flat Fee pursuant to this contract, as well as costs incurred up to the effective date of termination. The Firm and Client will discuss revisions to the Flat Fee upon a material change to the scope of work contemplated between the parties and/or at the conclusion of the term of this agreement.

Because the Firm is a substantial size and has more than one office, the Firm may be asked to represent someone whose interests may be adverse to the Client's interests. The Firm is accepting this engagement on the understanding that our representation of the Client will not preclude the Firm from accepting any other engagement from any existing or new client. The Client consents to the Firm representing another client if such representation is adverse to the interests of the Client provided that (i) the representation will not adversely affect the Firm's responsibilities to and relationship with the Client, and the other client, (ii) such engagement is not substantially related to the subject matter of any services we are providing to the Client, and (iii) in accepting such other engagement we would not impair the confidentiality of proprietary, sensitive or otherwise confidential communications the Client has made to us.

The Agreement shall be interpreted, construed, and governed by the State of Florida, excluding its conflict of law rules. Except for disputes related to breach of a party's intellectual property or confidentiality obligations, all disputes, which cannot be resolved through negotiations between the parties, shall be resolved solely and exclusively through a confidential arbitration proceeding in Miami, Florida utilizing the Commercial Arbitration Rules of the American Arbitration Association. The parties shall attempt to agree on a single arbitrator. In the event the parties cannot agree on an arbitrator within thirty (30) calendar days, the arbitrator shall be chosen by the American Arbitration Association utilizing its rules.

Each party shall be responsible for all of its own costs in preparing for and conducting the arbitration. The fees and costs of the arbitrator shall be shared by the parties on a 50/50 basis. The decision (and rationale) of the arbitrator shall be in writing, shall include the rationale for the decision, and shall be final and binding and enforceable in any court of competent jurisdiction.

Minister Ferrer
Page Three
January 5, 2006

The Client agrees and understands that this retainer agreement represents the entire agreement between the Client and the Firm with regard to the Firm's representation of the Client. If the Client desires to retain the Firm for representation in matters other than those described above, the Firm and the Client must reach an additional agreement regarding such new representation. Please contact me with regard to any questions you may have concerning this agreement; otherwise please indicate the Republic of Panama's acceptance of the foregoing agreement for the Republic of Panama's employment of the Firm by signing and dating the enclosed copy of this letter where indicated below and returning the signed and dated copy of this letter to me in the enclosed, self-addressed envelope.

With warm regards,



Andrea Gash Durkin
Managing Director for International Trade

AGREED TO this ____ day of _____, 2006

By: _____

Print Name & Title of Person Signing Above

2006 JUN 20 AM 10:04
COMMISSION REGISTRATION UNIT

January 9, 2006

Ms. Andrea Gash Durkin
Managing Director for International Trade
Tew Cardenas, LLP
700 12th Street NW, Suite 1150
Washington, DC 20005

C O P Y

2006 JAN 28 11:10:01
CRM/ISS/REGISTRATION UNIT

Dear Ms. Durkin:

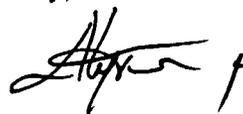
I am pleased to inform you that the Government of Panama intends to continue employing the services of Tew Cardenas LLP from January 1, 2006 through June 30, 2006.

Representation by Tew Cardenas LLP of the Government of Panama will focus on providing strategic advice for successful conclusion of free trade agreement (FTA) negotiations with the United States, technical advice during the legal review of the FTA between the United States and Panama and support with regards to legal and administrative procedures required for consideration and passage of the U.S.-Panama FTA in the U.S. Congress.

The contract includes the agreed upon rates discussed between Tew Cardenas and the Government of Panama of a \$15,000.00 per month flat fee plus the 5% local Panamanian levy of \$750.00 per month, in addition to expenses incurred up to an amount of \$1500 per month plus the 5 % local Panamanian levy for such expenses.

At the moment, the aforementioned contract is undergoing the appropriate legal and administrative process in Panama. We look forward to working with Tew Cardenas LLP on successful conclusion and ratification of the U.S.-Panama FTA.

Sincerely,



Alejandro Ferrer
Minister of Commerce and Industry
Republic of Panama