

U.S. Department of Justice

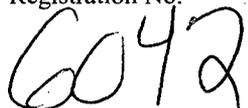
Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. 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 in print and online at: <http://www.fara.gov>.

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, Counterespionage Section, National Security 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 and Address of Registrant Mehlman Vogel Castagnetti Inc. 1341 G Street, NW, Suite 1100 Washington, DC 20005	2. Registration No. 
--	--

3. Name of Foreign Principal The Republic of Panama	4. Principal Address of Foreign Principal Embassy of Panama 2862 McGill Terrace, NW Washington, DC 20008
--	---

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:
- | | |
|--------------------------------------|---|
| <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 (<i>specify</i>) _____ |
- Individual-State nationality _____

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

a) Branch or agency represented by the registrant

Embassy of Panama

b) Name and title of official with whom registrant deals

His Excellency Mario E. Jaramillo, Ambassador of the Republic of Panama to the United States

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

Formerly CRM-157

FORM NSD-3
Revised 03/11

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.)*

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.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
May 24, 2011	Alexander N. Vogel Partner, Mehlman Vogel Castagnetti Inc.	/s/ Alexander N. Vogel

eSigned

OMB NO. 1124-0004; Expires February 28, 2014

U.S. Department of Justice
Washington, DC 20530

**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. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. 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 in print and online at: <http://www.fara.gov>.

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, Counterespionage Section, National Security 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 Mehlman Vogel Castagnetti Inc.	2. Registration No. 6042
3. Name of Foreign Principal The Republic of Panama	

Check Appropriate Box:

- 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.

Registrant will provide legislative representation, information, and strategic counsel to Panama in connection with federal legislative and regulatory matters of interest to Panama including government affairs consulting in support of the Free Trade Agreement.

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

Strategic consulting in furtherance of promoting the free trade agreement between the United States and the Republic of Panama.

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.

Direct lobbying of legislative branch and executive branch officials.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
May 24, 2011	Alexander N. Vogel, Partner	/s/ Alexander N. Vogel eSigned

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.

CONSULTING AGREEMENT

THIS AGREEMENT is executed by and between the **Republic of Panama** (herein called "Panama") and **MEHLMAN VOGEL CASTAGNETTI, INC.** (herein called "the Consultant").

In consideration of the mutual promises and covenants set forth herein, Panama and the Consultant agree to the following terms:

I. The Consultant's Duties and Responsibilities

- a. Panama does hereby retain the services of the Consultant and the Consultant hereby agrees to provide these services to Panama according to the terms set out in this Agreement. The principal duties of the Consultant shall be to provide legislative representation, information, and strategic counsel to Panama in connection with federal legislative and regulatory matters of interest to Panama.
- b. In providing the services described herein, the Consultant shall be available to Panama at times mutually agreeable to both parties during the period of this agreement is in effect.
- c. Consultant shall perform the services with professional care and skill. Consultant represents, covenants, and agrees to and with Panama that any persons employed by the Consultant or working under its direction and control for this Agreement have and will undertake no obligations, commitments, or impediments of any kind that will limit or prevent them from the timely completion of the services, loyally and strictly according to the best interests of Panama.

II. Scope of Work

The Consultant will provide government relations services to Panama that will be of a general nature.

III. Terms of Contract

This agreement will be in force from May 16, 2011 to May 15, 2012.

IV. Fees

In return for the performance of the services authorized, Panama agrees to compensate the Consultant a retainer of \$25,000.00 US Dollars per month plus expenses. The Consultant will provide a monthly invoice to Panama on or about the first of each month, which invoice shall be payable by Panama within thirty (30) days of receipt. The invoice shall provide an itemization of expenses included, and shall prorate the monthly fee if the invoice is for a period less than the whole month.

In addition to professional fees, Panama will reimburse the Consultant for ordinary expenses, such as transportation and meals, incurred by the Consultant directly in support of the services provided by the Consultant. Also, Panama will reimburse the Consultant for extraordinary but necessary expenses, including travel outside of the Washington, D.C. area, large volume copying or large scale entertainment, approved in writing in advance by Panama. No markups will be added to any reimbursements expenses.

V. Deliverable and Monthly Payment Processing

A monthly report will be sent monthly before the invoice at the end of each month. This monthly report constitutes a deliverable that will be the basis for monthly payments, and should at a minimum contain the following sections:

- a. Title. Monthly Report Number, Period of Services Covered, Date Submitted.
- b. Objective. Brief description of the objective for the period covered.
- c. Work Performed to achieve the objective. List of interviews, meetings and activities, names and dates, brief summary of topics covered; research conducted, and any other relevant information for such purposes.
- d. Conclusions and recommendations. Plan of action, status of prior month's recommendations, and responsible parties for its execution.

This monthly report should be submitted by the Consultant to the Government of the Republic of Panama within 7 days of the end of the period covered by the monthly report.

The Government of the Republic of Panama will review each deliverable within 7 working days of their submission by the Consultant and if deemed complying, will recommend acceptance for payment. If a deliverable is deemed non-complying, it will be returned to the Consultant with a memorandum explaining the reasons for non-acceptance.

The Consultant shall correct any non-compliance and resubmit the deliverable. Upon acceptance, the Government of the Republic of Panama will notify the Consultant in writing that deliverable has been accepted. The Consultant may then submit the invoice for due processing of the monthly payment by Panama.

VI. Confidentiality

The Consultant acknowledges that in the course of performing assignments for Panama, the Consultant may be exposed to confidential or trade secret information of Panama. Any confidential information acquired by the Consultant shall not be disclosed by the Consultant to others without the prior written consent of Panama.

VII. Termination

In addition to any termination rights otherwise described herein, either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Such termination will be without prejudice to any right or remedy a party might have as a result of this Agreement.

VIII. General

(a) Assignment. This Agreement is not assignable or transferable by either party; any attempted assignment will be void and without effect, unless such assignment is agreed to in writing by both parties. (b) No Agency. Consultant shall perform the services as an independent contractor. (c) Choice of Law. This Agreement will be governed and interpreted in accordance with the laws of the Republic of Panama. (d) Complete Agreement. This Agreement constitutes the complete agreement between the parties on the subject matter identified herein. (e) Modifications. Any modification to this Agreement must be in writing and signed by both parties. (f) Legal Filings. It is understood that the Consultant may be required to register under Foreign Agents Registration Act ("FARA") on behalf of Panama and thereafter file reports required by FARA, detailing activities that the Consultant may carry out on behalf of Panama. (g) Arbitration Clause. Any controversy or dispute which arises out of or is related to this agreement, and its interpretation, application, performance and termination thereof, must be decided by Arbitration, following an attempt at Conciliation, administered by Panama's Conciliation and Arbitration Centre in accordance with its procedural rules.

IN WITNESS THEREOF, the parties have executed this Agreement in duplicate.

**MEHLMAN VOGEL
CASTAGNETTI, INC.**

REPUBLIC OF PANAMA

By: Alex N. Vogel

By: [Signature]

Date: 5/16/11

Date: 5/16/11