

EXHIBIT A
TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

*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 Hogan & Hartson 815 Connecticut Avenue, N.W. Washington, D.C. 20006		2. Registration No. 2244
3. Name of foreign principal Government of the Republic of Uganda	4. Principal address of foreign principal 5909 - 16th Street, N.W. Washington, D.C. 20011	

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 _____

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

- a) Branch or agency represented by the registrant.
Embassy of the Republic of Uganda
- b) Name and title of official with whom registrant deals.
His Excellency John Wycliffe Lwamafa
Ambassador of the Republic of Uganda

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

- a) Principal address N/A
- b) Name and title of official with whom the registrant deals.
- c) Principal aim

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8. If the foreign principal is not a foreign government or a foreign political party,

N/A

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

b) Is this foreign principal

N/A

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.)

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 August 17, 1984	Name and Title Edward A. McDermott, P.C. a Partner	Signature <i>Edward A. McDermott</i>
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UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under 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. 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
Hogan & Hartson	Government of the Republic of Uganda

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.

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

General legal representation and advice, including representation of principal's interests before departments and agencies of the federal government, negotiations for resources development and financing, contractual and inter-governmental relationships.


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

General practice of law.

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.

On behalf of the principal, to communicate with and to officials of the Government of the United States, international organizations and private commercial interests concerning policies of the federal government as they relate to economic and social development in the Republic of Uganda.

Date of Exhibit B	Name and Title	Signature
August 17, 1984	Edward A. McDermott, P.C. a Partner	

^{1/} 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.

LAW OFFICES OF
HOGAN & HARTSON

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

815 CONNECTICUT AVENUE

WASHINGTON D. C. 20006-4072

(202) 331-4500

ROBERT J. ELLIOTT, P.C.

August 8, 1984

CABLE: HOGANDER WASHINGTON

DDD LINE: (202) 331-2803

TELECOPIERS: (202) 331-2803

(202) 331-4770

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DIRECT DIAL NUMBER

(202) 331-4828

His Excellency J. W. Lwamafa
Ambassador
Embassy of the Republic of Uganda
5909 - 16th Street, N.W.
Washington, D.C. 20016

Dear Mr. Ambassador:

This letter will confirm that Hogan & Hartson has been retained by the Government of Uganda to provide general legal representation. We are pleased to undertake this representation.

The resources of our firm of 172 lawyers will be available to your special needs as required. Mr. Edward McDermott will assume principal responsibility for the direction and coordination of the services to be rendered.

We will require a non-refundable retainer of \$100,000 to cover legal services for the approximately one-year period ending August 1, 1985. To permit us to undertake the representation, you have agreed to make a payment to us of \$50,000 (U.S.) before the commencement of services, with the balance of \$50,000 to be due and payable not later than January 15, 1985. Disbursements for your account, including travel, long distance telephone, telex and related items will be billed separately and will be payable on such schedule as you may desire, but not less often than every two months.

This arrangement will not include the representation of the Government in connection with any matters of litigation, for which we will be available to the Government, subject to the absence of conflicting arrangements with other firm clients and also subject to suitable financial arrangements for our legal services in connection with any such litigation.

Our general representation of the Government of Uganda is also subject to the limitation that on a particular matter for the Government, there may be arrangements with existing clients that could preclude us from assisting the Government of Uganda in that particular matter. At this time, we know of no such conflict.

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His Excellency J. W. Lwamafa
August 8, 1984
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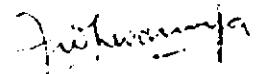
We are prepared, upon receipt of the first installment of \$50,000, to begin our legal analysis of your requirements and to assist you and the other officers of your Government in progress towards the economic objectives of your Country.

If this letter meets with your agreement, please sign at the place indicated below and return the signed copy with your first payment towards our retainer.

Sincerely,


Robert J. Elliott, P.C.
for the Firm

Accepted:



His Excellency J. W. Lwamafa