

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 Anderson, Hibey, Nauheim & Blair 1605 New Hampshire Avenue, N.W. Washington, D.C. 20009	2. Registration No. 3208
3. Name of foreign principal Government of Haiti	4. Principal address of foreign principal Embassy of Haiti 2311 Massachusetts Ave., N.W. Washington, D.C. 20008

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 Committee
 - Corporation Voluntary group
 - Association Other (specify) _____
- Individual - State his 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.
President Jean Claude Duvalier

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

- 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, N/A

- 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.)

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
March 6, 1981	Robert A. Blair Managing Partner	

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
Anderson, Hibey, Nauheim & Blair	Government of Haiti

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.

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

General legal representation on economic and other matters arising under domestic and international law in dealing with the U.S. Government, state and local government entities, and businesses. Such representation will include identifying and assessing policy trends, and providing assistance in arranging/coordinating meetings and discussions with government officials including Members of Congress.

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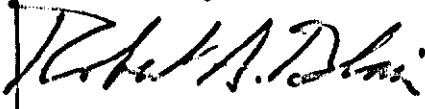
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Consultation with senior officials of the Government of Haiti. Discussions with public officials and representatives of U.S. business concerns.

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.

Registrant will assist the Government of Haiti in presenting its policies and interests in the United States.

Date of Exhibit B	Name and Title	Signature
March 6, 1981	Robert A. Blair Managing 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.

January 29, 1981

President Jean Claude Duvalier
The Haitian Embassy
2311 Massachusetts Avenue, N. W.
Washington, D. C. 20008

Dear Mr. President:

This letter should serve as a Retainer Agreement between the Government of Haiti (GOH) and the Law Offices of Stanton D. Anderson (Anderson).

The term of this Agreement shall be one year, renewable by mutual consent of both parties for additional terms of one year each. This Agreement may be terminated by either party upon 90 days written notice. Upon termination of this Agreement by written notice, each party hereto agrees to fully comply with the terms for payment contained herein.

Anderson hereby agrees to provide legal services to the GOH in Washington, D. C. and other locations hereinafter designated by the GOH. Said legal services will include advice or counsel to the GOH respecting relationships with the United States Government (USG). Anderson specifically agrees to represent the GOH before Agencies of the USG. Anderson hereto agrees to prepare monthly reports of his activities and developments in Washington which in Anderson's view should be of interest to the GOH.

Anderson hereby retains the right to transfer this Agreement to a law firm bearing his name which it is anticipated will be formed. Anderson agrees to notify the GOH of such a transfer in writing and the GOH hereby agrees to accept such notification and signify such transfer on their books and records.

Anderson hereby retains the right to assign other lawyers in his employ to assist him in the performance of services contemplated hereunder. Anderson hereby informs the GOH of his request to register with the Department of Justice of the USG as a Foreign Agent as required by the Foreign Agents Registration Act for portions of the services to be performed under this Agreement. Anderson hereby specifically reserves the right to represent other governments or government entities either foreign or domestic.

President Jean Claude Duvalier
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January 29, 1981

This Agreement envisions that Anderson will advise the GOH generally on matters of foreign interest in Haiti. However, specific investment proposals brought to the GOH by Anderson are not contemplated by this Agreement and the parties hereto agree to negotiate separate compensation for such investments.

The GOH specifically agrees to pay Anderson the amount of \$150,000 per year, such amounts payable quarterly in advance, beginning on February 1, 1981 with a payment of \$37,500, with subsequent payments of \$37,500 payable on May 1, 1981, August 1, 1981, and November 1, 1981.

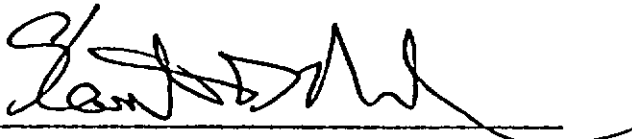
The GOH also agrees to pay Anderson for all reasonable out of pocket expenses. Such expenses shall include local transportation, long distance telephone calls, xerox and duplicating expenses and entertainment expenses while representing the GOH. It is agreed that these amounts will not exceed \$5,000 per quarter. The GOH agrees to pay such out of pocket expenses within 30 days of the quarterly statement rendered by Anderson.

Anderson agrees not to incur any extraordinary out of pocket expenses without the prior consent of the GOH. However, the GOH hereby agrees to pay all expenses associated with four (4) trips per year to Haiti by Anderson or others in his employ when such trips are pursuant to this representation. Anderson agrees to make such further trips to Haiti pursuant to this representation as may be required and as agreed to by the parties hereto.

The GOH hereby agrees to make its officials reasonably available to Anderson or those in his employ and to collect and make available to Anderson information on the GOH and its policies as requested by Anderson.

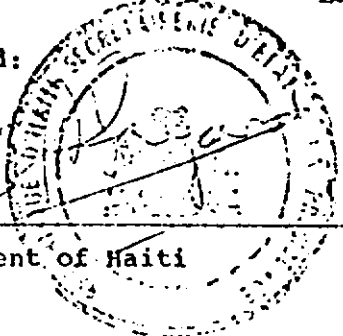
If the Agreement is satisfactory to the GOH an authorized official should indicate acceptance by signing this Agreement on the indicated line and returning a signed original to Anderson.

Very truly yours,



Law Office of Stanton D. Anderson

Accepted:



Government of Haiti

AMBASSADE D'HAITI
WASHINGTON

T R A D U C T I O N

PROJET DE CONTRAT SOUMIS PAR:

STANTON D. ANDERSON

EN DATE DU 29 JANVIER 1981

Monsieur le Président,

Cette lettre constitue un accord entre le Gouvernement d'Haïti (GOH) et le Cabinet d'Avocats de Stanton D. Anderson (Anderson).

La durée de cet Accord sera de un an, renouvelable par consentement mutuel des deux parties; toute durée supplémentaire sera de un an chacune. Chacune des deux parties pourra mettre fin à cet Accord à condition d'avoir donné un préavis par écrit de 90 jours. Lorsqu'un préavis par écrit aura mis fin à ce Contrat, chacune des parties sus-mentionnées accepte d'observer les échéances quant aux paiements qui sont stipulés ci-après.

Anderson par le présent Accord consent à fournir au GOH ses services légaux à Washington, D.C. et autres lieux désignés ci-après par le GOH. Les services légaux sus-mentionnés inclueront les avis et les conseils qui seront présentés au GOH et qui concerneront les relations avec le Gouvernement des Etats-Unis (USG). Anderson consent, de manière spécifique à représenter le GOH auprès des Agences du Gouvernement des Etats-Unis (USG). Anderson, ci-après, consent à préparer des rapports mensuels sur ses activités et ses démarches, menées à bien à Washington et qui, selon Anderson, seront entreprises dans l'intérêt du GOH.

Anderson, ci-après, se réserve le droit de transférer cet Accord à un cabinet d'avocats portant son nom qui va se créer selon les prévisions. Anderson consent à prévenir le GOH par écrit d'un tel transfert et le GOH, ci-après, consent à accepter la dite notification et à faire apparaître le dit transfert sur ses livres ainsi que sur ses registres.

Anderson, ci-après, se réserve le droit de nommer d'autres avocats qui travaillent avec lui, pour l'assister dans l'exercice de ses fonctions qui sont décrites ci-après. Anderson, par le présent Accord informe le GOH de sa demande d'inscription sur le Registre du Ministère de la Justice du Gouvernement des Etats-Unis (USG) en tant qu'Agent Etranger comme cela est requis par la Loi sur l'Enregistrement des Agents Etrangers pour les services qui devront être accomplis conformément à cet Accord. Anderson, par le présent Accord, se réserve de manière spécifique, le droit de représenter d'autres gouvernements ou d'autres entités gouvernementales, qu'elles soient étrangères ou nationales.

.../...

AMBASSADE D'HAITI
WASHINGTON

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Cet Accord prévoit qu'Anderson conseillera le GOH pour la plupart du temps, sur des sujets relatifs aux intérêts de pays tiers en Haïti. Toutefois, les propositions d'investissement spécifiques présentées au GOH par Anderson ne sont pas prévues dans le cadre de cet Accord et les autres parties sus-mentionnées consentent à négocier des compensations séparées pour les dits investissements.

Le GOH consent de manière spécifique à payer à Anderson la somme de 150.000 dollars par an ; les paiements se feront trimestriellement et à l'avance et devront commencer le 1er. Février 1981, le premier montant s'élèvera à 37,500 dollars et les paiements suivants, de 37,500 dollars s'échelonneront comme suit : 1er. Mai 1981, le 1er. Aout, 1981 et le 1er. Novembre 1981.

Le GOH consent aussi à payer Anderson pour toutes les dépenses supplémentaires et dont le montant sera raisonnable. Ces dites dépenses inclueront les transports à niveau local, les communications téléphoniques interurbaines, les dépenses de reprographie de même que les frais de représentation entrepris au nom du GOH. Il est convenu que le montant de ces sommes n'excédera pas 5000 dollars par trimestre. Le GOH accepte de régler ces dépenses supplémentaires dans les 30 jours qui suivront la facture trimestrielle présentée par Anderson.

Anderson consent à ne pas encourir de frais supplémentaires extraordinaires sans le consentement préalable du GOH. Toutefois, le GOH, ci-après, consent à payer toutes les dépenses liées aux quatre (4) voyages annuels en Haïti effectués par Anderson ou par d'autres personnes travaillant pour lui, lorsque ces voyages seront dans le cadre de sa représentation. Anderson consent à effectuer autant de voyages supplémentaires en Haïti que le requiert sa mission de représentation et qui auront été approuvés par les parties sus-mentionnées.

Le GOH consent ci-après, sans qu'il n'y ait d'excès, à ce qu'Anderson ou toute personne travaillant pour lui, puisse entrer en contact avec tout personnage officiel du GOH, réunir et obtenir toutes les informations disponibles sur le GOH et sur sa politique et chaque fois qu'Anderson en fera la demande.

Au cas où cet Accord satisfasse le GOH, un personnage officiel et dûment mandaté, devra signifier son consentement en signant cet Accord sur la ligne qui lui correspond et en renvoyant à Anderson l'original signé.

Sincèrement,

Cabinet d'Avocats de Stanton D. Anderson

Accepté:

Gouvernement d'Haïti

