

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 Berman, Bergner & Boyette, Inc. 1016 16th Street, NW - Suite 700 Washington, D.C. 20035	2. Registration No.  3801
3. Name of foreign principal  Avianca Inc.	4. Principal address of foreign principal 8125 NW 53rd Street Suite 111 Miami, FL 33166

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 Avianca Inc. is a wholly owned subsidiary of Avianca, the national airline of Colombia

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

- a) Branch or agency represented by the registrant.
- b) Name and title of official with whom registrant deals.

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INTERNAL SECURITY  
SECTION  
REGISTRATION UNIT  
N/A

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

- 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,

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

Air passage and cargo transportation between Colombia and the United States.

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.)

See attached letter

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.

Avianca  
Centro Administrativo  
Av. Eldorado No. 93-30  
Bogota, D.E. Colombia

Date of Exhibit A

3/10/88

Name and Title

VAN R. BOYETTE, PRESIDENT

Signature

*Van R. Boyette*

**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  
Berman, Bergner & Boyettes, Inc.

Name of Foreign Principal  
Avianca Inc.

Check Appropriate Boxes:

1.  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.
2.  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.
3.  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.

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

The registrant will distribute material outlining the nature and extent of cooperation between the foreign principal and U.S. Customs authorities to members of the Congress, representatives of jurisdiction in the Congress, and executive agencies of the U.S. government.

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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.

To coordinate existing relationships between U.S. Customs and other agencies of the United States government and the client. In particular, the client wishes to coordinate more closely with U.S. authorities in attempting to successfully restrict the flow of drugs into the United States, and to ensure that the client is receiving treatment equal to that afforded U.S. carriers flying the same domestic and international routes.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
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.

Unclear at this point

Date of Exhibit B

3/10/88

Name and Title

Van R. Bozetta  
President

Signature

Van R. Bozetta

<sup>1</sup>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.

# BERMAN, BERGNER & BOYETTE, INC.

JEFFREY T. BERGNER  
WAYNE L. BERMAN  
DAVID A. BOCKORNY  
VAN R. BOYETTE

## CONTRACT FOR SERVICES

By this agreement entered into this 15th day of February, 1988, between Berman, Bergner & Boyette (Consultant) and Avianca Inc., (Avianca) the services of the Consultant are retained by Avianca pursuant to the following terms:

### 1. Scope of Engagement

The Consultant will represent Avianca's interests in Washington, D.C. Representation will include efforts to acquaint appropriate U.S. officials with positive actions taken by Avianca to combat drug trafficking; to assist Avianca in dealings with U.S. Customs; and to undertake such other activities as Avianca shall prescribe.

### 2. Terms

The contract shall have an initial term of 10 months beginning on March 1, 1988.

### 3. Compensation

In return for the performance of services, Avianca will compensate the Consultant \$75,000 U.S. in three equal installments of \$25,000. The first payment is due upon execution of this agreement and subsequent payments on the 1st day of June and the 1st day of September, 1988.

### 4. Expenses

Material to be distributed --- which shall cost no more than \$2,000 --- shall be reimbursed to the Consultant by Avianca upon presentation of proper invoices. All other business and entertainment expenses incurred by the Consultant in representing Avianca shall be borne by the Consultant.

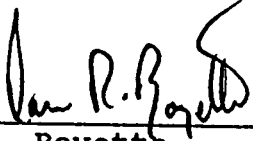
### 5. Renewal

The initial term of this contract may be extended by the parties upon such conditions as are mutually agreeable.

In witness whereof, the parties have executed this agreement.

BERMAN, BERGNER & BOYETTE, INC.  
1016 16th Street, NW  
Suite 700  
Washington, D.C. 20036

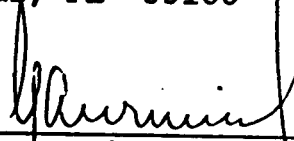
by:



\_\_\_\_\_  
Van R. Boyette

AVIANCA INC.  
8125 NW 53rd Street  
Suite 111  
Miami, FL 33166

by:



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Edgar Lenis