

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
Daniel J. Murphy	Government of Haiti <i>1095 2A</i>

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.

My firm will be working in conjunction with the firm of Miner, Frazier and Gabriel, Public Affairs, Inc., Washington, D.C.

The contract for the client is held by Miner, Frazier and Gabriel. My firm will be handling the executive branch representation, while Miner, Frazier Et Al will handle congressional affairs.

- 4. Describe fully the nature and method of performance of the above indicated agreement or understanding.
My firm's role will be to act as a consultant for the government of Haiti before executive branch agencies. This representation will remain consistent with Section 1 (p) of the Foreign Agents Registration Act.

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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.

My firm's activities may include such activities as described in Section 1 (o) of FARA. As part of the Government Relations Counsel for the government of Haiti, we will represent the government, assist the Embassy and provide political and legislative counsel on issues of bilateral concern.

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.

In cooperation with Miner, Frazier and Gabriel, Public Affairs, Inc., we will seek to improve the bilateral relations between Haiti and the United States.

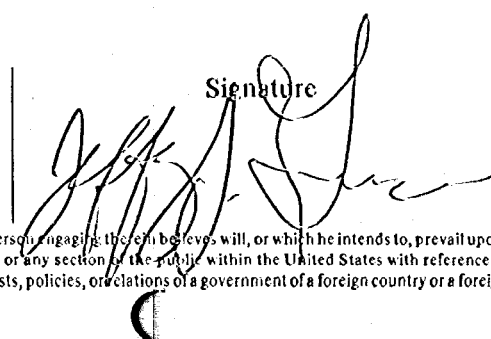
Date of Exhibit B

March 11, 1988

Name and Title

Jeffrey J. Grieco, Principal

Signature



¹Political 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.

February 26, 1988

Admiral Daniel J. Murphy
Admiral USN (Ret)
Murphy & Demory, Ltd.
2300 M Street, N.W.
Suite 800
Washington, D.C. 20037

Dear Admiral Murphy:

This letter of agreement, when signed by you, will confirm that we have retained your services through the firm of Murphy & Demory, Ltd. as a subcontractor to Miner, Fraser & Gabriel Public Affairs, Inc. on behalf of our client, the Government of Haiti (hereinafter referred to as "the Government").

As you know, Miner, Fraser & Gabriel has been retained by the Government of Haiti to provide public affairs, government relations and business development counsel. We seek your personal assistance in re-establishing strong, positive relations between the Government, the Reagan Administration and the U.S. Congress.

We have agreed to use your services for a flat fee of seven-thousand dollars (\$7,000.00) per month, plus out-of-pocket expenses. We have further agreed that both your fee and your out-of-pocket expenses shall be billed to the Government through Miner, Fraser and Gabriel on a monthly basis. Your fee and expenses shall be invoiced beginning on May 1, 1988, and shall be payable only by the Government of Haiti as funds become available and not by Miner, Fraser & Gabriel. Miner, Fraser & Gabriel cannot guarantee payment of your fee and expenses by the Haitian government. The Government of Haiti has agreed to budget for these activities in its Fiscal 1989 Budget commencing on Oct. 1, 1988, and to pay all outstanding invoices earlier as funds become available. The term of this agreement shall be February 24, 1988 through January 31, 1989.

Upon execution of this Agreement, Murphy & Demory, Ltd. shall register with the Department of Justice under the U.S. Foreign Agents Registration Act of 1938, furnish the Justice Department with an executed original of this Agreement, and furnish their office with a copy of the completed registration forms.

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Agreement between Murphy & Demory, Ltd.
and Miner, Fraser & Gabriel
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This Agreement represents the entire Agreement of the parties. The parties agree that this Agreement shall be construed in accordance with U.S. law. All work performed under this Agreement, shall be governed and construed under the laws of the United States and the District of Columbia.

The parties to this Agreement mutually agree that all activities undertaken in the performance thereof or on behalf of each party and its clients shall be in full compliance with the laws of the relevant countries and, specifically, the United States Foreign Corrupt Practices Act of 1977, as amended, 91 stat. 1494 et seq. That Act prohibits any payment of gift, of offer or promise of a payment or gift, of any thing of value to any official of a government or political party to induce that official in his official functions, or to use his influence with the government or party to affect its policies or decisions, in order to assist a company or person in obtaining or retaining business. It is the policy of Murphy & Demory, Ltd. that its officers, employees, agents and other person undertaking any activities on behalf of Murphy & Demory, Ltd. or its clients adhere strictly to the terms of this Act.

This Agreement is a subcontract under Miner, Fraser & Gabriel's contract with the Government of Haiti. In the event that MF&G's contract is terminated, this Agreement shall be terminated at the same time. This Agreement may be terminated by either party, with or without cause, by providing thirty (30) days notice to the other; providing that all invoices outstanding shall remain due and payable. This Agreement can only be amended with the written consent of both parties.

In the event, the Government of Haiti makes partial payment to Miner, Fraser & Gabriel; Miner, Fraser & Gabriel agrees to compensate Murphy & Demory, Ltd. on a pro rata basis in accordance with the projected and agreed upon budget for government relations counsel as specified on page 1 of this Agreement.

Each of the parties hereto agrees to indemnify and hold each other harmless from and against all liability including allocations claims, damages, costs and attorney's fees which we may incur arising out of acts taken or statements made by either firm.

Agreement between Murphy & Demory, Ltd.
and Miner, Fraser & Gabriel
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It is understood that Murphy & Demory, Ltd. cannot independently verify facts supplied to it by us and approved by you. Miner, Fraser & Gabriel agrees to indemnify and hold harmless Murphy & Demory, Ltd. from and against any and all losses, claims, damages, expenses (including reasonable legal expenses) or liabilities which Murphy & Demory, Ltd. may incur (a) based upon information, representations, reports, data or releases furnished or approved by you or your representatives for use or release by Murphy & Demory, Ltd. and/or (b) resulting from disputes between Murphy & Demory, Ltd. and third parties related to and/or with the scope of this Agreement. Miner, Fraser & Gabriel also agrees to reimburse for time of staff and expenses (including legal expenses) reasonably incurred by Murphy & Demory, Ltd. in connection with any litigation commenced or threatened against Miner, Fraser & Gabriel in connection with this project.

We very much look forward to working with you for the benefit of the Haitian people.

Sincerely,

Thomas H. Miner
Thomas H. Miner
Miner, Fraser & Gabriel
Public Affairs:

3/2/88
Date

Accepted and Approved for:
Murphy & Demory, Ltd.

Admiral Daniel J. Murphy

3/10/88
Date