

Privacy Act Statement. 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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, Criminal 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.

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  Downey McGrath Group, Inc. 1225 I Street, N.W., Suite 600 Washington, D.C. 20005		2. Registration No.  5411
3. Name of foreign principal  Government of Haiti	4. Principal address of foreign principal  Kurzban, Kurzban, Weinger & Tetzeli Plaza 2650, Second Floor 2650 SW 27th Ave. Miami, FL 33133	
5. Indicate whether your foreign principal is one of the following:		
<input checked="" type="checkbox"/> Foreign government		
<input type="checkbox"/> Foreign political party		
<input type="checkbox"/> 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 (specify) _____		
<input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant. President of Haiti		
b) Name and title of official with whom registrant deals. Ira Kurzban, Esq.		
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		

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

Not Applicable

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

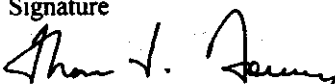
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes  No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

Not Applicable

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.

Not Applicable

Date of Exhibit A	Name and Title	Signature
11-29-01	THOMAS J. DOWNEY CHAIRMAN	

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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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, Criminal 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 Downey McGrath Group, Inc.	2. Registration No. 5411
3. Name of Foreign Principal Government of Haiti	

Check Appropriate Boxes:

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 tentative 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 is retained to assist Foreign Principal in its relationships with the U.S. Executive Branch, U.S. Congress, and certain multilateral organizations.

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

Arrange for and attend meetings as necessary with United States government leaders, U.S. Congress, multilateral funding agencies, U.S. businesses and business associations, the media, and other entities as from time to time are identified. Obtain public statements in support of democracy in Haiti and for the policies of the Government of Haiti and prepare, edit and review public statements and public information.

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.

Meetings with Executive Branch, Legislative Branch, multilateral financing agencies, especially relating to the release of humanitarian assistance from the Inter-American Development Bank.

Date of Exhibit B	Name and Title	Signature
11-29-0	Thomas J. Downey CHAIRMAN	Thomas J. Downey THOMAS J. DOWNEY

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 interests, policies, or relations of a government of a foreign country or a foreign political party.

**Agreement for Professional Services  
between  
Downey McGrath Group Inc.  
and  
Government of Haiti  
November 1, 2001**

Downey McGrath Group Inc. ("DMG") and the Government of Haiti enter into the following agreement for professional services:

1. SCOPE. DMG will provide the following professional services:
  - a. Provide strategic advice to the Government of Haiti under the direction and supervision of Dellums, Brauer & Halterman on how to achieve the release of humanitarian assistance from the InterAmerican Development Bank to the Republic of Haiti.
  - b. To achieve the goal set forth in paragraph "a" DMG agrees to:
    - i. Arrange for and attend meetings as necessary with United States Government leaders, the United States Congress, multi-national financing agencies, United States businesses and business associations, the media, and other entities as from time to time are directed by Dellums, Brauer and Halterman;
    - ii. Obtain public statements in support of democracy in Haiti and for the policies of the Government of Haiti;
    - iii. Prepare, edit and/or review public statements, editorials and opinion pieces and public relations productions (print or electronic);
    - iv. Meet with members of the media and provide source material for articles; and
    - v. Conduct the necessary research to advance the objectives outlined in this agreement;
2. CONTACT. The contact point for DMG for its work under this agreement shall be Dellums, Brauer & Halterman.
3. DMG PRINCIPAL. Thomas J. Downey and Raymond McGrath shall provide the principal services and be the point of contact on behalf of DMG and shall perform the work with assistance under this Agreement.
4. BEST EFFORTS. DMG agrees to apply its professional skills and knowledge to the achievement of the agreed to tasks.

5. **COMPENSATION.** The Government of Haiti agrees to pay DMG for its professional services a monthly retainer in the sum of \$25,000 for a two-month period covering November, 2001 and December, 2001. A monthly invoice will be presented to Ira Kurzban Esquire at the first of each month and payment will be made within 30 days of receipt.
6. **EXPENSES.** All expenses are the responsibility of DMG.
7. **TERMINATION.** The Government of Haiti retains the right to terminate this contract at any time. If the agreement is terminated by the Government of Haiti, DMG will be entitled to the pro-rata portion of the month's retainer fee.
8. **DURATION.** This contract is for a period of two months only from November 1, 2001 until December 31, 2001. The contract will terminate on December 31, 2001 unless the Government of Haiti, in its sole discretion, decides to extend the contract beyond December 31, 2001 or terminate the contract before December 31, 2001.
9. **CONFIDENTIALITY.** The Government of Haiti has, and will have in the future, a broad range of proprietary information including, but not limited to, state secrets, current and future plans and strategy, process information, government privileged information and intelligence. DMG agrees that it and its employees will not, at any time now or in the future, nor in any manner, divulge, disclose or communicate any such information to any third party without the prior consent of the Government of Haiti. All information obtained will be treated as privileged and strictly confidential. If it appears that DMG or any of its employees has disclosed or have threatened to disclose documents or information in violation of this Agreement, the Government of Haiti shall be entitled to an injunction to restrain DMG and its employees from providing any services or information to any party to whom such information has been disclosed or may be disclosed. The Government shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages. These confidentiality provisions shall remain in full force and effect after the termination of the Agreement. Upon termination of the Agreement, DMG and its employees shall deliver all records, notes, data, memorandum, computerized information, models, and equipment of any nature that are in their possession or under their control that relate to the work they have performed for Haiti. Moreover, it is mutually understood and agreed that all written documents will be cleared with the office of Kurzban, Kurzban, Weinger and Tetzeli, PA prior to sending such documents to any persons within or outside Haiti, including all U.S. and Haitian government officials.

10. REGISTRATION UNDER FARA. DMG acknowledges that it has the sole responsibility for compliance with federal laws and regulations governing all federal lobbyist activities, including any registration and reporting requirements, to the extent these provisions apply to the services contemplated by this Agreement. This will include all filing requirements under the Lobbying Disclosure Act and the Foreign Agents Registration Act.

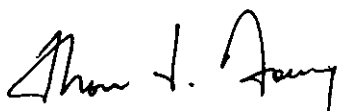
11. ENTIRE AGREEMENT. This agreement represents the entire agreement between the parties on the subject of the agreement.

12. NOTICE. Notice may be sent to either party by first class mail or express service to the address provided by the parties, or by facsimile to a phone number provided by the parties, or by e-mail to an address provided by the parties.

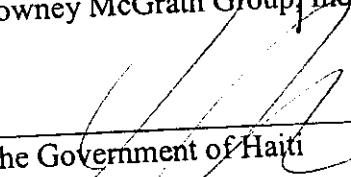
13. GOVERNING LAW. The laws of the nation of Haiti govern this agreement and the agreement may be enforced only in the courts of Haiti.

14. SEVERABILITY. The invalidity of any part of this agreement will not affect the enforceability of the remaining portions.

15. MULTIPLE COPIES. The agreement may be executed in multiple counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.

  
\_\_\_\_\_  
for: Downey McGrath Group, Inc.

11-20-01  
Date

  
\_\_\_\_\_  
for: The Government of Haiti

11/16/01  
Date