

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, DC. 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.

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 Tew Cardenas LLP 700 12th Street NW, Suite 1150 Washington, DC 20005	2. Registration No. 5562
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3. Name of foreign principal Republic of Haiti	4. Principal address of foreign principal Raymond Joseph, Ambassador of the Republic of Haiti 2311 Massachusetts Ave., N.W. Washington, D.C. 20008
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5. Indicate whether your foreign principal is one of the following:

- 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 nationality _____

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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.
Ambassador Raymond Joseph, Ambassador of the Republic of Haiti to the United States

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.

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

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.)*

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.

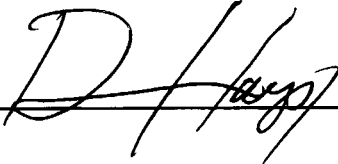
Date of Exhibit A	Name and Title	Signature
March 22, 2006	Dennis K. Hays, Managing Director	

Exhibit B
To Registration Statement
Pursuant to 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. 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 Tew Cardenas LLP	2. Registration No. 5562
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3. Name of Foreign Principal Republic of Haiti

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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 initial 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.
The Republic of Haiti shall pay Tew Cardenas LLP a total of \$50,000.00 (\$25,000.00 per month for 2 months).

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

Provide advice and counsel to the Prime Minister and Ambassador and advocate before the U.S. government and with U.S. media related to economic and political conditions in Haiti.

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.

Provide advice and counsel to the Prime Minister and Ambassador and advocate before the U.S. government and with U.S. media related to economic and political conditions in Haiti.

Date of Exhibit B March 22, 2006	Name and Title Dennis K. Hays, Managing Director	Signature 
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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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.

February 22, 2006

His Excellency Raymond Joseph
Ambassador of the Republic of Haiti
2311 Massachusetts Avenue, N.W.
Washington, DC 20008

Dear Mr. Ambassador:

This letter confirms the terms upon which Tew Cardenas LLP (the "Firm") will represent and provide assistance to the Republic of Haiti (the "Client").

Signature of this letter would confirm the terms of the retention of the Firm by the government of the Republic of Haiti ("Client") to represent the Republic of Haiti, effective February 22, 2006 through March 29, 2006. The scope of this retention will include advice and counsel to the Prime Minister and you and advocacy before authorities of the U.S. government (including representatives of the Department of State, the National Security Council, and Congress) and with U.S. media related to economic and political conditions in Haiti.

The Firm's services may include communicating and advocating the Client's position before U.S. government officials with the intention of obtaining action favorable to the Client. The Client understands that, although partners and professionals of the Firm have developed positive professional relationships with government officials, there can be no guarantee that the decisions of any government agency will be favorable to the Client. The Client further acknowledges that there have been no representations that the Firm or its partners can exert any undue or improper influence over any government agency or official. Furthermore, there will be strict compliance with all federal and applicable laws and regulations in assisting the Client.

In consideration for the Firm representing the Client, the Client has agreed to pay the Firm fees for the services contained herein, effective February 22, 2006 through March 29, 2006, subject to extension by mutual consent, as follows:

1. The sum of \$25,000 per month, with a lump sum payment of \$50,000 payable upon the execution of this agreement.
2. If this contract is renewed upon the mutual consent of both parties beyond March 29, 2006, the Firm's fees will be billed to the Client each month. Payment in full of the Firm's statements for services is due when the statement is received by the Client. These terms of our retention will renew automatically at the conclusion of this term, unless and until terminated by either party. Termination prior to the end of the term will not relieve payment of the flat fee pursuant to this contract, as well as costs incurred up to the effective date of termination. The Firm and Client

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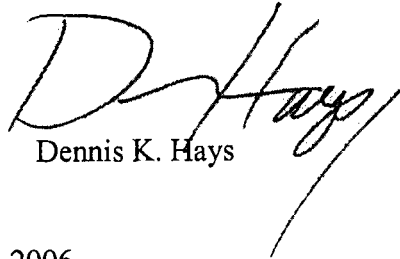
will discuss revisions to the flat fee upon a material change to the scope of work contemplated between the parties.

The Client agrees and understand that this retainer agreement represents the entire agreement between the Client and the Firm with regard to the Firm's representation of the Client. If the Client desires to retain the Firm for representation in matters other than those described above, the Firm and the Client must reach an additional agreement regarding such new representation.

The Agreement shall be interpreted, construed, and governed by the State of Florida, excluding its conflict its conflict of law rules. Except for disputes related to breach of a party's intellectual property or confidentiality obligations, all disputes, wich cannot be resolved through negotiations between the parties, shall be resolved solely and exclusively trough a confidential arbitration proceeding in Miami, Florida utilizing the Commercial Arbitration Rules of the American Arbitration Association. The parties shall attempt to agree on a single arbitrator. In the event the parties cannot agree on an arbitrator withing thirty (30) calendar days, the arbitrator shall be closed by the American Arbitration Association utilizing its rules.

Kindly indicate the Republic's of Haiti's acceptance of the foregoing agreement for employment the Firm by signing and dating the enclosed copy of this letter were indicated below and returning the signed and dated copy of this letter to me.

Sincerely,



Dennis K. Hays

AGREE TO this 8 day of March, 2006

By: Gerard LATORTUE, Prime Minister

