U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0003
Approval Expires Oct. 31, 1983

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
Holland & Knight
600 North Florida Avenue
Tampa, Florida 33602

2. Registration No.
3718

3. Name of foreign principal
Aerovias Nacionales de Colombia, S.A. (AVIANCA)

4. Principal address of foreign principal
Avianca
La Aerolinea de Colombia
Bogota, D.E.

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: N/A

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

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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,

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

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.)*

Small minority interest owned by Government of Colombia. Remaining interest is owned by citizens of Colombia.

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
Dec. 12, 1985	Dickson R. Loos, Partner	Dickson R. Loos

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Washington, DC 20530

Exhibit B
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0007
Approval Expires Oct. 31, 1983

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
Holland & Knight	Aerovias Nacionales de Colombia, S.A. (AVIANCA)

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.

Holland & Knight is to act as legal counsel for Avianca on a variety of matters as requested by Avianca. It is anticipated that such matters would include representation in court and in proceedings before regulatory agencies and legislative bodies, as well as consulting with state and federal government officials where appropriate.

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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.

Legal representation such as is performed by corporate general counsel for U.S. corporations on projects selected and assigned by Avianca. See also responses to questions 1 and 4 above.

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.

Holland & Knight will represent Avianca before state and federal regulatory agencies as well as legislative bodies. The work may constitute political activities under the definition in Section 1(o) of the Act. To date, however, no such political activities have been undertaken, nor or are there any immediate plans to engage in such activities. If such activities occur, registrant will file an amendment to this exhibit describing the policies to be influenced together with the means to be employed to achieve such purposes.

Date of Exhibit B	Name and Title	Signature
Dec. 12, 1985	Dickson R. Loos, Partner	Dickson R. Loos

[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.

LAW OFFICES

HOLLAND & KNIGHT

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October 10, 1985

Ernesto Vasquez Rocha
Vicepresidente Legal Secretario General
Avianca
La Aerolinea de Colombia
Bogota, D.E.

No. 20521
ARCHIVESE
EN
VIPRESIDENCIA LEGAL
OCT. 1985
PASE A ATENDIDO

Re: Avianca, Inc.

Dear Mr. Vasquez:

This is to outline the terms under which Holland & Knight will act as your legal counsel with regard to matters which you have assigned to us and which you may assign in the future.

In consideration for the legal services which we render, we will charge a fee based on the standard hourly rate fixed for each attorney who performs work on your account.

Our interim monthly bills will be based on the standard hourly rate fixed for each attorney who performs work on this matter. These rates are assigned internally to each lawyer in our firm based on the lawyer's ability, experience, and reputation. When selecting lawyers to perform services for you, we generally will seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility required for each matter. We retain the discretion, however, to assign work on this matter to any attorney in our office. Also, we will bill you for work performed under the supervision of a firm lawyer by legal assistants and law clerks (including recent law school graduates who are not yet admitted to practice). We seek to use law clerks and legal assistants whenever appropriate because it enables us to deliver legal services more economically. Of course, our internal allocation of values for lawyer time changes periodically to account for increases in our cost of delivering legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience and reputation.

Where the novelty and difficulty of the questions involved or the amount involved or the results obtained, indicate that these hourly charges do not result in a reasonable fee, we may, after consulting with you vary our charges from those standard rates.

We will bill you monthly, generally before the end of each month, for legal services rendered and out-of-pocket costs incurred on your behalf during the immediately preceding month.

Our monthly statement for services rendered will contain a concise summary of each matter for which legal services were rendered and the fee charged for the matter. Also, the statement will include the following: travel expenses; long distance telephone tolls; the costs of terminal time for compute research; postage in excess of the first class rate for ordinary letters; filing, recording, certification, and the cost of photocopying materials sent to you or third parties or required for our use because the original cannot be retained by us. We invite you to discuss freely with us any questions you have concerning a fee charged for any matter; we want our clients to be satisfied with both the quality of our legal work and the reasonableness of the fees we charge for those services. We endeavor to provide as much billing information as you require and in the form you desire it, and are willing to discuss with you any particular billing format that suits your needs.

Finally, a few words about the ethics of our profession that will govern our representation. As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for you only when we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestricted communication that will facilitate our proper representation of you.

If the above terms are satisfactory to you, please indicate your acceptance by signing this letter in the space provided below. Please return the original to us, and retain a copy for your records.

Yours very truly,

HOLLAND & KNIGHT

William G. Bell

I have read this letter and desire to retain Holland & Knight as counsel in accordance with the terms described above.

(Client Name) AVIANCA AIRLINES

Date 21.10.85

WGB/mfp
Enclosure

cc: Alfonso Avila, Avianca
Alfredo Velez de la Rosa, Avianca