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

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 888 17th Street, N.W., Suite 900 Washington, D.C. 20006	2. Registration No. 3718
3. Name of foreign principal	Varig Brazilian Airlines	4. Principal address of foreign principal 7200 N.W. 19th St. Suite 510 Miami, Florida 33126

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.

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

Varig Brazilian Airlines is a Brazilian air carrier that transports persons and property between points in Brazil and points in the U.S.

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.)* n/a

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. Varig is a public corporation. Varig's stock is partially owned by its employees. The portion of stock not owned by its employees is traded on the stock exchange.

Date of Exhibit A	Name and Title	Signature
September 7, 1989	Dickson R. Loos Partner	Dick R. Loos

U.S. Department of Justice
Washington, DC 20530

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

OMB No. 1105-0007

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	Varig Brazilian Airlines

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 firm provides government relations service to Varig with regard to aviation operations in the United States and abroad. George Mencio of our Miami office and David Baker of our Washington office conferred with James Shaver, Assistant Commissioner of International Affairs, and Samuel Banks, Assistant Commissioner of Inspection & Control, of Customs and their staffs regarding customs seizures.

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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.

Refer to Items 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.

Date of Exhibit B	Name and Title	Signature
September 7, 1989	Dickson R. Loos Partner	Dick 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.

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Miami

May 1, 1989

Varig Brazilian Airlines
7200 N.W. 19th Street
Suite 510
Miami, Florida 33152

Att'n: Mr. Bruno Borghini, General Manager

Re: Advice in connection with Seizure of
L10-11 Aircraft by U.S. Customs Service
Our File No: (New Matter)

Dear Sirs:

As suggested by our firm managers, we hereby confirm that Holland & Knight has been engaged as your legal counsel in connection with the referenced matter. Although we do not wish to be overly formal in our relationship with you, we have found it helpful to confirm with clients the nature and terms of our representation. Our representation has begun and, of course, is terminable at will by either you or us, subject to your payment of all fees for services performed and costs advanced through the date of termination.

Unless you request otherwise we will endeavor to send a statement of account to you monthly for legal services rendered and out-of-pocket costs incurred on your behalf during the immediately preceding month. Our monthly statements to you will summarize each matter for which legal services were rendered and the fee charged for the matter. Also, the statement will include an itemized description of any out-of-pocket costs advanced by us on your behalf. These advanced costs generally may include, without limitation, the following: travel expenses, long distance telephone tolls, courier charges, postage, the costs of terminal time for computer research; computer document preparation; filing, recording, certification, and registration fees charged by gov-

ernmental bodies; secretarial overtime, and the cost of photocopying. In circumstances in which substantial costs can be predicted, we might require an advance cost deposit.

Our monthly bills will be based primarily on the 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 and hourly fees for this matter may range from $115.00 to $220.00. 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. 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 services, other economic factors, and the augmentation of a particular lawyer's ability, experience and reputation.

Payment is due in full when you receive the statement. If you have not remitted payment to us within forty-five days from the date of the invoice, however, the firm will bill you for interest at the rate of one per cent (1%) per month from the forty-fifth (45th) day after the date of the invoice until paid. Additionally, you will be obligated to pay all attorneys' fees and costs if collection activities are necessary. Any payments made on past due statements will be applied first to the oldest outstanding statements.

We invite you to discuss freely with us any questions you may have concerning our understanding relative to fees generally or to particular fees charged for any matters. 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 have found that an engagement letter that confirms the general scope of the representation and outlines the fee and cost arrangements assists both the lawyer and the client in dealing with the business side of their relationship while preserving a good working relationship with respect to the representation of the client.

Finally, a few words about the professional ethics 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 if 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.

Very truly yours,

HOLLAND & KNIGHT

George Mencio, Jr.

GM/cbz

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