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

2. Registration No.
3718

3. Name of foreign principal
LLANTAS ECONOMICAS, S.A.

4. Principal address of foreign principal
Apt. 011
Panama, Republic of Panama

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

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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
LLANTAS ECONOMICAS, S.A. is in the business of selling used tires.

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.)*

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.

LLANTAS ECONOMICAS, S.A. is owned and controlled by Dr. Hatuey Castro Barona and his family.

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

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	LLANTAS ECONOMICAS, S.A.

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.

See Exhibit B3

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Preparation of letters directed to the Office of Foreign Assets Control ("OFAC"). Telephone calls to officials at OFAC. Meetings with officers at OFAC.

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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.

See #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
	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.

Exhibit B3

In May 24, 1990, registrant was contacted by LLANTAS ECONOMICAS, S.A., in regard to assistance with the clarification of the list of Specially Designated Cuban Nationals. The work involves writing letters an making telephone calls to the Office of Foreign Assets Control. Registrant will receive all payments for the representation from LLANTAS ECONOMICAS, S.A. Attached is a copy of the agreement between LLANTAS ECONOMICAS, S.A. and Holland & Knight. The work is billed on an hourly basis. Complete details on the fees collected will be included in our next supplemental statement. The representation will be concluded once the clarification is obtained.

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LAW OFFICES

HOLLAND & KNIGHT

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400 NORTH ASHLEY
P. O. BOX 1288
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(813) 227-8500
FAX (813) 229-0134

92 LAKE WIRE DRIVE
P. O. BOX 32092
LAKELAND, FLORIDA 33802
(813) 682-1161
FAX (813) 688-1186

CABLE ADDRESS
H&K MIA
TELEX 52-2233 MIAMI

1200 BRICKELL AVENUE
P. O. BOX 015441
MIAMI, FLORIDA 33101
(305) 374-8500
FAX (305) 374-1164

PLEASE REPLY TO:

800 NORTH MAGNOLIA AVENUE
P. O. BOX 1526
ORLANDO, FLORIDA 32802
(407) 425-8500
FAX (407) 423-3397

ONE EAST BROWARD BLVD.
P. O. BOX 14070
FORT LAUDERDALE, FLORIDA 33302
(305) 525-1000
FAX (305) 463-2030

BARNETT BANK BLDG.
P. O. DRAWER 810
TALLAHASSEE, FLORIDA 32302
(904) 224-7000
FAX (904) 224-8832

888 SEVENTEENTH STREET, N.W.
SUITE 900
WASHINGTON, D.C. 20006
(202) 955-5550
FAX (202) 955-5564

Washington, D.C.
May 25, 1990

Dr. Hatuey Castro B.
Llantas Economicas, S.A.
Apartado Postal 011
Panama 5 Panama

Re: Engagement as Legal Counsel

Dear Dr. Castro:

Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with clients the nature and terms of our representation. You have engaged us to represent you as legal counsel with respect to deleting Llantas Economicas, S.A. from the list of Specially Designated Cuban Nationals in Panama.

BILLING

We will bill you monthly for legal services rendered and out-of-pocket costs incurred on your behalf during the immediately preceding month. Payment is due in full when you receive the statement. However, if you have not remitted payment to us within forty-five (45) days from the date of the invoice, we will bill you for an interest charge at the rate of one percent (1%) per month from the forty-fifth (45) day after the date of the invoice until paid. Additionally, you will be obligated to pay attorneys' fees and costs if collection activities are necessary.

As we already discussed, you will forward to us an advance deposit of $2500.00 with respect to our initial services described above. The $2500.00 deposit will be applied against the balance shown on our initial statements of account and, if not exhausted, against the following statement and so on until depleted. At that point, we will ask you to forward additional funds prior to our completing further work on the matter.

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 out-of-pocket costs advanced by us on your behalf.

These advanced costs might include the following: travel expenses; long distance telephone tolls; the costs of terminal time for computer research; computer document preparation; postage; filing, recording, certification, and registration fees charged by governmental bodies; secretarial overtime when necessitated by client demands; 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. In circumstances in which substantial costs can be predicted, we might request an advance cost deposit.

FEES

For purposes of determining our fees, we periodically assign to each lawyer in our firm an hourly rate, based upon his or her ability, experience, and reputation. We generally do not perform legal services, however, on the basis of a rigid application of hourly rates. We believe that the services that we provide to our clients do not consist only of time. Instead, they involve our collective experience, judgment, specialized skills, research capability, access to courts and other pertinent governmental agencies, support staff, and sophisticated equipment. Our internal hourly rates are merely a beginning point to measure the cost of those services.

Accordingly, we believe that it is far more likely to produce a satisfactory relationship with our clients if our fees are not determined rigidly by the application of hourly rates, but instead are based upon the traditional factors governing the establishment of attorneys' fees. These include the time required, the novelty and difficulty of the questions involved, the required skill to perform the service properly, the likelihood that the acceptance of particular employment will preclude other employment by our firm, fees customarily charged for similar legal services, the amount involved and the results obtained, the time limitations imposed by you or by the circumstances, the nature and length of the professional relationship, the experience, reputation, and ability of the lawyer or lawyers performing the services, and the fixed or contingent nature of the fee.

Although our internal hourly rates are the dominant element of our fees, we believe that you will be more fairly served if the other factors mentioned above are also considered in the establishment of our fees for services rendered. For your information, our current hourly rates for the lawyers expected to

work on your matters range from $115 to $185, and a composite of those rates, based upon the particular lawyers performing services for you will be an element in the determination of your fees until our hourly rates are changed.

When selecting lawyers to perform services for you, we generally will 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.

We invite you to discuss freely with us any questions you have concerning our understanding relative to fees 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.

PROFESSIONAL ETHICS

Finally, a few words about the professional ethics that will govern our representation. As a matter of professional responsibility, we are generally 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 of you.

We are grateful for the opportunity to work with you in connection with these matters and look forward to a mutually satisfactory relationship.

We hope that the relationship described above is satisfactory to you. If it is not in any regard, please let us know as soon as possible. Unless contrary instructions are received from you within ten days of the date of this letter, we

will assume that you have approved our engagement under the terms and provisions of this letter.

For your convenience, we are sending to you, under separate cover, the original of this letter. For your information, we will also enclose our firm brochure, my business card, and that of my associate, Yvonne C. Schroeder.

Sincerely yours,

HOLLAND & KNIGHT

David H. Baker

DHB/kaj
Enclosure

95000 ENGLTR