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

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney Genreral transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. 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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 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
Holland & Knight

2. Registration No.
3718

3. Name of foreign principal
Government of the Republic Trinidad and Tobago

4. Principal address of foreign principal
Ministry of Finance, Eric Williams Plaza, Independence Square, Port-of-Spain, Trinidad and Tobago

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 _____

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6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant. Ministry of Finance

b) Name and title of official with whom registrant deals. Minister of Finance, Wendell Mottley

7. If the foreign principal is a foreign political party, state:

a) Principal address N/A

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, N/A

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

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.

N/A

Date of Exhibit A	Name and Title	Signature
12/16/93	David A. Baker, Partner	

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
Approval Expires Nov. 30, 1993

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 triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney Genreral transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Holland & Knight	The Government of the Republic of Trinidad and Tobago

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 three copies of the contract to this exhibit.

2. [X] 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 three 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 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 the expenses, if any, to be received.

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

For details, see letter dated December 9, 1993, from George A. Dalley to Minister of Finance Wendell Mottley, which is attached hereto as an exhibit.

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

The firm will render legal and related advisory services to the Government of Trinidad and Tobago in order to enhance the bilateral relationship between the United States and the Government, to further trade and investment relationships, to provide market access to the United States and, in general, to provide such other appropriate assistance as will serve these purposes or such other purposes as defined by the Government.

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.

The only political activity thus far identified has been to increase support within the U.S. government for the concept of Caribbean parity in the context of NAFTA. The means have been fully described elsewhere in the firm's various FARA filings and generally involve the provision of information and argumentation in support of this goal to members of the administration and the Congress.

Date of Exhibit B	Name and Title	Signature
12/16/93	DAVID A. BAKER PARTNER	

[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.

*U.S. GPO: 1992-312-332/61638

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December 9, 1993

PERSONAL AND CONFIDENTIAL

The Honourable Wendell Mottley
Minister of Finance
Ministry of Finance
Government of Trinidad & Tobago
Eric Williams Plaza
Independence Square
Port of Spain, Trinidad

Re: Engagement as Counsel

Dear Minister Mottley:

We are grateful that the Government of Trinidad and Tobago has decided to retain Holland & Knight to represent it in the United States in connection with specially defined efforts to diversify the economy, promote investment and improve the bilateral relationship between Trinidad and Tobago and the United States. Our engagement will involve general advice and counsel on strategies needed to achieve specific objectives established by your government in the U.S. as well as specific legal services related to legislative issues affecting Trinidad and Tobago in the U.S. Congress.

In order to most effectively accomplish our task, we will develop in consultation with your Ministry, a work plan which will detail the Government's priority objectives and outline specific and suggested actions and strategies for achieving these. Additionally, this work plan will contain such reporting and timetables as you may deem appropriate in order to maintain accountability and provide oversight for our services. We are enthusiastically looking forward to a mutually productive relationship with you and your colleagues.

In carrying out the above operations, the Firm will utilize its personnel in accordance with its decision as to devoting its best resources to each of the tasks assigned it in a manner that will best assure the accomplishment of the above objectives, consistent with the policies and operating procedures of the Government.

The implementation of the Agreement will be monitored by the Ambassador for Trinidad and Tobago to the United States of America (hereinafter called "the Ambassador') and all correspondence in relation to the implementation of the work plan will be addressed to the Minister to whom responsibility for Finance is assigned in Trinidad and Tobago (hereinafter called "the Minister") and copied to the Ambassador.

The Firm agrees with the Government that throughout the term of the Agreement it will:

(a) at all times work diligently to protect and promote the interests of the Government;

(b) provide the Minister with prior notice of all its meetings, discussions and correspondence with representatives of the media concerning the Government;

(c) provide the Minister with reports every four weeks, on the progress of the activities in the work plan; in addition to other reports on developments in the United States of America which are relevant to the interests of Trinidad and Tobago;

(d) provide the Minister with comprehensive reports every three months detailing the activities carried out in relation to the work plan.

(e) not at any time during or after the term of the Agreement to divulge or allow to be divulged to any person confidential information relating to the affairs of the Government unless prior written approval has been obtained form the Minister of Finance;

(f) not delegate any duties or obligations arising under this Agreement otherwise than may be expressly permitted by the Minister of Finance.

(g) consult regularly with the Minister and the Ambassador in order to obtain current information about the policies of the Government.

This letter confirms our engagement as counsel and provides your Government with certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the nature and terms of our representation. Our engagement will begin October 1, 1993 and terminate on September 30, 1994; it may be renewed and will be terminable at will by either of us with 30 days written notice, subject to payment of all fees for services performed and costs advanced through the date of termination.

We will bill you quarterly in advance throughout the engagement for our services and our statements are due when rendered. In addition, we will provide you quarterly with a concise summary of services rendered.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the issues involved; the skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either the client or the circumstances. The firm generally requires a retainer in an amount which is appropriate with respect to the proposed representation. Unless otherwise agreed, the retainer will be applied to the last statement rendered in connection with the representation, with any unused portion being returned to the client.

In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Our hourly rates will range from $US 80 for paralegal services to $US 200 for more complex legal and lobbying services.It is understood that our total fees for the contractual period will not exceed $US 400,000.00. When selecting lawyers to perform services for a client, we generally 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. 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. George Dalley and I will be the principal attorneys responsible for your account.

In addition to legal fees, our statements may include out-of-pocket expenses that we have advanced on behalf of the client and our internal charges (which will be charged at direct costs) for certain support activities. Alternately and preferable in your case, we will charge for such internal charges as percentage of the fees charged. Advanced costs generally will include such items as travel expenses, postage, filing, recording, certification, and registration fees charged by governmental bodies. Our internal charges typically include such items as long distance telephone tolls, facsimile transmissions, overnight courier services, charges, for terminal time and computer research and complex document production, and charges for photocopying materials sent to the client or third parties or required for our use.

Invoices will include a statement of all monies disbursed on behalf of the Government and internal charges for support activities such as photocopies, long distance telephone charges, facsimile transmissions, overnight courier services, and charges for computer research, which will be charged at cost. It is agreed that travel outside Washington D.C. would be undertaken by members of the Firm on behalf of the Government only with the prior agreement of the Minister.

During the course of our representation, it may be appropriate or necessary to hire third parties to provide services on your behalf. We will discuss such services with you and you will authorize them specifically.

If our quarterly statements are not paid within 45 days after they are rendered, we reserve the right to discontinue services until our account is brought current. Additionally, if our statement has not been paid within 45 days from the date of the statement, we will impose a pro rata interest charge of 3.5 percent per annum from the 45th day after the date of the statement until it is paid in full. Interest charges apply to specific quarterly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement.

In order for us to achieve optimum results, we will depend on you and such others as you may designate to provide us with such factual information and materials as we require to perform the services identified in this engagement letter. We will keep you advised of developments as necessary to perform our services and

will consult with you as necessary to ensure the timely, effective, and efficient completion of our work.

In connection with its representation, it is understood that the Firm, in certain circumstances, may be required under applicable United States Law to register its representation of the Government with the United States Government and that the Firm will comply with all requirements of the United States Law in this connection.

On the expiry or other termination of this Agreement the Firm undertakes to return to the Government all originals and copies of all documents and information in any form concerning any of the affairs of the Government.

The expiry or termination of this Agreement shall be without prejudice to any rights which have already accrued to either of the parties under this Agreement.

Each of the parties warrants its powers to enter into this Agreement and has obtained all necessary approvals to do so.

This Agreement may be executed in two counterparts each of which when executed and delivered shall constitute an original and both the counterparts taken together shall be deemed to constitute one and the same agreement.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

If the terms described above are satisfactory to you, please so indicate by signing the enclosed copy of this letter, and returning the signed copy.

We are grateful for the opportunity to work with your Government in connection with these matters, and we look forward to our continued cordial relationship.

Sincerely,

HOLLAND & KNIGHT

By: _____
George A. Dalley

Approved this _____ day of
_____, 19__.

CLIENT NAME

By: _____
Honourable Wendell Mottley
For the Government of
Trinidad and Tobago

WAS-19029