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 Senegal

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DEPT. OF JUSTICE
CRIMINAL DIVISION
96 AUG 15 P4:39
INTERNAL SECURITY
REGISTRATION UNIT

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. ☒ 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.

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

This is described fully in the attached correspondence, particularly in paragraphs numbered 1 through 10.

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

This is described fully in the attached correspondence, particularly in paragraphs numbered 1 through 10.

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.

This is described fully in the attached correspondence, particularly in paragraphs numbered 1 through 10.

Date of Exhibit B	Name and Title	Signature
8/14/96	STEVEN D. GORDON PARTNER	

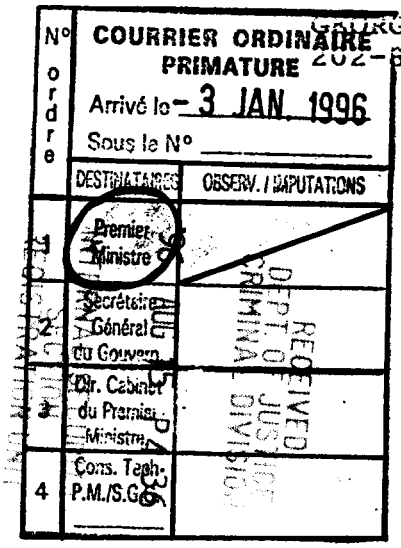
[1]Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or 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.

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January 3, 1996

GEORGE A. DALLEY
202-862-5990



Monsieur Habib THIAM
Premier Ministre
République du Sénégal
Dakar - Sénégal

Re: Engagement as Counsel

Dear Prime Minister Thiam:

It is a great pleasure for me to propose a continuation of the relationship under which I have provided government relations advice and counsel to the Government of the Republic of Senegal since the beginning of 1993. I look forward to the opportunity to continue my service to your Government and the productive working relationship I enjoy with you and the senior officials of the Government in Dakar and with your Ambassador in Washinghton.

By this letter, we confirm the continuation of my engagement as counsel to the Republic of Senegal at a retainer fee of twelve thousand five hundred United States Dollars (US $ 12,500) per month due and payable during the course of engagement. It is agreed that the renewed engagemeht of my services commenced on July 1, 1995, and will terminate on December 31, 1996. Over the course of this eighteen month period, total payment by the Government of the Republic of Senegal for my services will be two hundred and twenty five thousand dollars United States Dollars (US $ 225,000) which will be paid in three equal installments of $ 75,000 during the course of 1996 on the signing of this contract, and on june 1, and october 1, 1996.

We will bill you quaterly in advance throughout the engagement for our services and our statements are due when rendered. In addition, we will provide you with a concise summary of the services rendered every six months during the course of this engagement.

In the course of this engagement during the year 1996 I will perform the following functions in coordination and cooperation with the Embassy of Senegal in Washington to

obtain the objectives of the Government of the Republic of Senegal in its relationship with the Government of the United States, the United States of Congress, non- government institutions in the United States, and commercial private sector organizations :

1. Building a constituency for stronger relations between the Government of the United States and Senegal in the U.S. Congress

I will work to secure support for Senegal in the Republican led Congress to augment the support of the traditional friends of Senegal and Africa in the Congress. Our firm enjoys particulary strong relations with Chairmen Jesse Helms of the Senate foreign Relations Committee and Ben Gilman of the House International Relations Committee and we will gain their support for continuing the present levels of U.S assistance for Senegal. We will secure the visit of a Congressian Delegation to the Republic of Senegal during 1996.

2. Advancing the relationship between the Government of Senegal and the Clinton Administration by increasing contacts.

We will work to increase recognition by President Clinton, Vice President Gore, and their administration of the value of the relationship with the Governement of Senegal. We will seek to secure an invitation from President Clinton to President Abdou Diouf to pay an offical visit to Washington during the course of the comming year.

3. Promotion of U.S. private sector investments in the Republic of Senegal.

We will identify potential investors in the U.S. business and investment community and educate them concerning opportunities for investment in Senegal. We will give priority to the securing of investment partners in the areas of the economy designated by the Government of Senegal as priorities such as those selected for privatisation. We will seecure a U.S. private sector investment mission to Senegal in 1996.

4. Advancing support for the functioning of Democraty in the Republic in the Republic of Senegal.

We will continue to educate policymakers in the U.S. goverment concerning democracy in Senegal in order to build support for Senegal's democratic governance and ongoing efforts to negotiate solutions to problems such as Casamance. We will promote support for President Diouf's parliamentary reforms proposals and secure U.S. technical assistance for Senegalese parliamentary reforms.

5. Building a U.S constituency for the Republic of Senegal

We will work to deepen and activate Senegal's traditional ties and relationships even as we broaden the base of friendship

for Senegal in the United States. We will work with the leadership of the African - African American Summit to build a more effective African American lobby for Senegal and Africa. As host of the last session of the summit, in May of 1995, Senegal has gained increased recognition by and support from African American leadership. This will be mobilized to support our edvocacy in Washington in behalf of the Government of Senegal in the coming year.

6. Building an understanding and appreciation of the Government of Senegal's program of structural adjustment and economic reform

We will provide information to U.S policymakers regarding the Goverment of Senegal's economic reform and advocate that the U.S actively support assistance to Senegal for the implementation of its programs from the international financial institutions.
We will assist the Government of Senegal in making its case for continued and increased support to the international financial institutions.

7. Building relationships with U.S. non-governmental organiwatons.

We will develop and expand relations between the government and non-governmental organizatons in Senegal and the U.S. to obtqin resources qnd technical assistance from, U.S. organizatons to support educatonal, cultural, environmental, and social programs in Senegal;

8. Strengthening interpersonal and cultural relationships between the U.S. and Senegal

We will continue to assist Ambassador Seck in the developing of existing relationships between sister cities and the friends of Senegal in the U.S. We will revive and reinvigorate efforts to obtain U.S. funding for a Goree island memorial.

9. Supporting the visits to the U.S. of members of the Government of Senegal.

We will assist the Embassy of Senegal in obtaining access to U.S. decisionmakeers at the highest possible level for visiting members of the Government of Senegal to Washington to enable members of your Government to present your case to the most senior U.S. officials:

10. Public relations advice and counsel.

We will cultivate a greater recognition and understanding in the U.S. mass media of Senegal and your government's efforts to promote democracy and sustainable economic growth within Senegal and also throughout Africa. We will promote favorable news coverage of President Diouf's efforts to advance the cause of economic regional integration and peace and dispute resolution and peace on the African continent.

République du Sénégal
Le Premier Ministre

January 4, 1996