

U.S. Department of Justice

Washington, DC 20530

**Amendment to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials 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, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 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, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Akin Gump Strauss Hauer & Feld LLP

2. Registration No.

3492

3. This amendment is filed to accomplish the following indicated purpose or purposes:

 To give a 10-day notice of change in information as required by Section 2(b) of the Act. To correct a deficiency in Initial Statement Supplemental Statement for the period ending _____ Other purpose (*specify*) _____ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Contract with the Comision Nacional de Zonas Francas

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

This filing serves as an amendment to the Exhibit B previously filed in connection with representation of this client.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

May 16, 2014

/s/ Melissa Laurenza

eSigned


¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

(TRANSLATION)

(SEAL)

Consulate General of Nicaragua
1627 New Hampshire Ave., N.W.
Washington, D.C.

TESTAMENT

PUBLIC DEED NUMBER THIRTEEN (14). PROFESSIONAL SERVICES CONTRACT BETWEEN THE NATIONAL FREE ZONE COMMISSION AND AKIN GUMP STRAUSS HAUER AND FELD L.L.P.- In the city of Washington, DC, of the United States of America, at eleven o'clock in morning of the sixth day of February of the year Two Thousand and Fourteen. Before me, Oscar Alejandro Zamora Hinojos, Consul General of the Republic of Nicaragua in Washington, District of Columbia, United States of America, with Notary functions, in accordance to Article eight of the current Notary Law of the Republic of Nicaragua, **John Ray Gilliland**, of legal age, married, Attorney, and identifies himself with his passport of the United States of America Number , with residency in the city of Washington, District of Columbia, United States of America; I attest to have in my sight the identification document of the person appearing, who in my judgment has the civil and legal capacity necessary to oblige and contract himself, and especially for the granting of the current act, in which he acts in the name and representation of **AKIN GUMP STRAUSS HAUER AND FELD L.L.P.**, of this legal residence, a Partnership duly registered under the laws of the United States of America. The undersigned Consul General certifies and attests that the documents previously mentioned confer upon the appearing party **John Ray**

Gilliland, sufficient faculties for the awarding of this act which reads: **FIRST CLAUSE: (OBJECT)**, The **NATIONAL FREE ZONE COMMISSION**, hereafter THE COMMISSION, has agreed to sign a Professional Services Contract with the Representative of the firm **AKIN GUMP STRAUSS HAUER AND FELD L.L.P.**, which hereafter will be denominated simply THE FIRM, with the objective of developing an engagement for an aggressive lobbying strategy, to be executed in coordination with the firm SAMUELS INTERNATIONAL ASSOCIATES, INC., to obtain the approval of an extension of the Tariff Preference Level (TPL) of Nicaragua as part of the Omnibus trade Legislation (Miscellaneous), which is expected to be presented to the Congress of the United States of America in the current year. **SECOND CLAUSE: (DESCRIPTION OF THE SERVICE)**. The services that THE FIRM will provide to the COMMISSION will be the following: **ONE)** Meeting and aggressive lobbying with key Members of Congress and officials of the Obama Administration, particularly trade officials en the Office of the United States Trade Representative, the Department of Commerce, the State Department, the Department of Labor and the National Security Council. **TWO)** Drafting of basic communications and lobbying materials to be used with stakeholders from the Private Sector of the United States of America (such as the textile industry, retailers, and apparel brands), Members of Congress and officials of the Executive Branch. These materials should clearly communicate the value of the TPL for the textile industry of the United States of America as well as, when appropriate, the apparel industry of Nicaragua. The materials will be framed within the context of recent increases in textile exports from the United States of America to Nicaragua and the impact of the TPL on regional competitiveness. **THREE)** Lobbying and coordination with textile companies from the United States of America, associations of textiles, apparel, manufacturing and retailers, due to the fact that Nicaragua's TPL was a controversial

element in the CAFTA negotiations. **FOUR)** Lobbying and coordination in an indirect way with the stakeholders in the apparel sector of Nicaragua, such as labor organizations, religious groups and pro-trade business associations. **FIVE)** To make the best effort to obtain the approval of the Congress of the United States of America of the initiative to extend the Tariff Preference Level (TPL) of Nicaragua as part of the Omnibus trade Legislation (Miscellaneous), under the same conditions which it currently operates and for an additional period of no less than five (5) years.- **THIRD CLAUSE (FEES AND EXPENSES).** **One)** The COMMISSION will pay THE FIRM for the duration of this Contract period the monthly sum of **THREE THOUSAND FIVE HUNDRED DOLLARS OF THE UNITED STATES OF AMERICA (US\$ 3,500.00).** **Two)** THE FIRM will send the monthly bill for its fees to the COMMISSION, which will make payments one month after receiving the invoice. **Three)** The payment will be net, THE FIRM will be responsible for the payment of all applicable taxes in the United States of America. The COMMISSION is responsible for any payment of taxes required in Nicaragua. **Four)** In the case that the Congress of the United States of America approves an Extension of the current TPL with Nicaragua, under the same conditions which currently exist, for an additional period no less than five (05) years, the COMMISSION will pay THE FIRM an additional sum to the one established in number one) of this Clause, as a success fee or bonus for this result, of up to **THREE HUNDRED AND FIFTY THOUSAND DOLLARS OF THE UNITED STATES OF AMERICA (US\$ 350,000.00).** **Five)** Notwithstanding the previous, if the Congress of the United States of America only approves a partial extension less than the five years referred to in the preceding subsection (Subsection Four), modifying the conditions of the current TPL Program with Nicaragua, without affecting or modifying the current structure of administration of the TPL, which is to say that the Government of Nicaragua continues to be in charge of the total

administration of the same (TPL), then the COMMISSION will only pay THE FIRM in the concept of success Fee or bonus, a proportional sum of the one established in Subsection four) of this Clause, for the result obtained, based on a percentage of the TPLs that are used each year, during the first three years after the extension, beginning with the first year that the extension is implemented. The formula for calculating the proportional success Fee or bonus, for one year of TPL extension granted, will be the following: **Five point one (5.1)** If Eighty Million square meter equivalents (80,000,000.00 SMEs) or more TPLs are used in the year, then the COMMISSION will pay THE FIRM One Hundred percent (100%) of the proportional success fee or bonus according to the success Fee or bonus which refers to subsection Four; **Five point two (5.2)** If less than Eighty Million square meter equivalents (80,000,000.00 SMEs) of the TPL are used in the year, then the percentage of the proportional success Fee or bonus that the COMMISSION will pay THE FIRM will be equal to the percentage of the SMEs that are used in the year; **Five point three (5.3)** In any case, the proportional success fee or bonus will be paid in two quotas, beginning in the first year in which the extension of the TPLs is implemented, in the following way: **a)** The first payment, for one year of the extension granted, must be made by the Thirtieth (30) of September of said year of extension and will be based on the use of the TPL in the period from January to June of that year; **b)** The second payment, for a year of extension of the TPLs granted, must be made on the Thirty-first (31) of March of the following calendar year and will be based on the use of the TPL in the period from July to December of the previous year; **c)** In no case will the proportional success Fee or bonus paid for each year of the extension of TPLs granted exceed one third (1/3) of the success Fee or bonus referred to in Subsection Five. **Six)** If the Congress of the United States of America does not pass an extension of the TPL Program with Nicaragua, the COMMISSION will not pay any success Fee

or bonus to THE FIRM, who from now renounces claim to any amount of money from the COMMISSION, and liberates it of all responsibilities and obligations. **Seven)** If the Congress of the United States of America modifies or changes the structure the current of administration of the TPL program with Nicaragua, and as a result of said modification the Government of Nicaragua cannot continue in charge of the direct and exclusive administration of the same, then the COMMISSION will pay THE FIRM a success fee or bonus of **ONE HUNDRED AND THIRTY-TWO THOUSAND DOLLARS OF THE UNITED STATES OF AMERICA (US\$ 132,000.00)**, based on the calculation of the original Professional Services Contract subscribed between the two parties, which began in July of the year Two Thousand and Eleven and continued the same through February of Two Thousand and Thirteen. Said amount will cover the difference in the monthly fees which are implemented beginning the month of March of the year Two Thousand and Thirteen, when this contract begins. **Eight)** If no bill with the potential for carrying (annexing) an extension of the TPL Program with Nicaragua has been approved by the Congress of the United States of America by the last quarter of the year Two Thousand and Fourteen and the program of TPLs has not been extended, the parties agree to revise the progress towards of the TPL Program with a view towards extending the program in the following year.- **FOURTH CLAUSE (DURATION)**, This contract has a duration of Twenty-Two (22) months, beginning on the First day of March of the year Two Thousand and Thirteen, on which day its effects are retroactive, and ends on the Thirty-First of December of the year Two Thousand and Fourteen.- **FIFTH CLAUSE (RESCISSION)**. Both parties may rescind this Contract with prior written notification with fifteen days notice, without charge to either party.- **SIXTH CLAUSE (APPLICABLE LAW)**. The applicable law for this contract is that of the Republic of Nicaragua.- **SEVENTH CLAUSE (CLOSING OF THE CONTRACT)**. This current

Public Deed of Contract for Professional Services is subscribed in individual form by each of the contracting parties, but both instruments united represent a perfect bilateral document for accepting and celebrating the Professional Services Contract by the will of both parties. This is how the appearing person expressed himself, to whom I adverted and made aware of the transcendent and legal value of this deed, the object of the special clauses it contains, those which involve renouncements or explicit and implicit stipulations and those general clauses that assure the validity of this instrument, including the necessity of presenting it before the Consul General Directorate of the Ministry of Foreign Relations in the City of Managua, Republic of Nicaragua, for its proper authentication. It was read by me, the Consul General, in its entirety to the appearing person, who found it in conformance, approved and ratified in all and every one of its parts without making any modifications. He signs together with me. I swear to all related. (Signature) John Ray Gillilan (Signature) Oscar Alejandro Zamora Hinojos. It happened before me from my folio thirty-five (35) to folio thirty-nine (39) of the Consular Protocol number (7) seven which the Consulate General has for the Republic of Nicaragua en Washington D.C. during the current year and at the request of the appearing person; I issue this first testimony on five sheets of common paper which I initial and sign in the City of Washington D.C. at fourteen hundred hours and thirty minutes on the eighteenth day of February of the year Two Thousand Fourteen.

(signed) (sealed)
Oscar Alejandro Zamora Hinojos
Consul General
Washington, D.C.