

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 Preston Thorgrimson Shidler Gates & Ellis 5400 Columbia Center, 701 Fifth Avenue Seattle, WA 98104-7011	2. Registration No.  3567
3. Name of foreign principal Government of Canada	4. Principal address of foreign principal Embassy of Canada 501 Pennsylvania Ave., N.W. Washington, D.C. 20001

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
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (specify) \_\_\_\_\_
- Individual—State his nationality \_\_\_\_\_

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

- a) Branch or agency represented by the registrant. Embassy of Canada
- b) Name and title of official with whom registrant deals.  
Jonathan T. Fried  
Counsellor  
Congressional and Legal Affairs

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

- 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

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.

Date of Exhibit A 2/7/91	Name and Title Bruce J. Heiman, Partner	Signature 
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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
Preston Thorgrimson ShidJer Gates & Ellis	Government of Canada

Check Appropriate Boxes:

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

Advise the Embassy of Canada concerning the possible listing of certain salmon under the Endangered Species Act and the possible consequences for Canada of such a listing.

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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.

Research issues and questions, including possible inquiries of Administration officials and Congressional members and staff, and provide interim oral advice to and prepare a memorandum for, the Embassy of Canada.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?  
Yes  No  see below

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.

Any discussions with Administration officials and/or Congressional members or staff will be solely for the purpose of obtaining information about the possible listing of certain salmon under the Endangered Species Act.

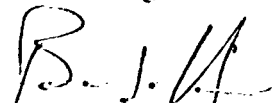
Date of Exhibit B

2/7/91

Name and Title

Bruce J. Heiman  
Partner

Signature



<sup>1</sup>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.

# PRESTON GATES ELLIS & ROUVELAS MEEDS

ATTORNEYS AT LAW

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Washington, DC 20006-4759  
(202) 628-1700  
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JAMES R. WEISS  
SUSAN B. GEIGER  
JOHN L. LONGSTRETH  
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TIM L. PECK  
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\* Pennsylvania Bar Only  
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\*\*\* New York Bar Only  
\*\*\*\* Maryland & Pennsylvania Bar

SOL MOSHER  
Senior Advisor  
on Federal Affairs  
and International Trade

February 1, 1991

Jonathan T. Fried  
Counsellor  
Congressional and Legal Affairs  
Embassy of Canada  
501 Pennsylvania Avenue, N.W.  
Washington, DC 20001

Dear Mr. Fried:

Thank you very much for your letter of January 31, 1991. We greatly appreciate your confidence in us and look forward to working with you and the Embassy of Canada.

As we agreed, we will provide advice to you and the Embassy of Canada, consisting of interim oral advice and the preparation of a memorandum, concerning the possible listing of certain salmon under the Endangered Species Act and the possible consequences for Canada of such a listing. Any subsequent involvement on behalf of the Embassy would require a new representation arrangement.

I have signed and am returning in duplicate your letter and accept and agree to the terms and conditions of the contract with the further understandings, as we agreed, set forth in this letter regarding the terms of our representation.

First, as I explained, although I will personally supervise our firm's role, we will also use other attorneys in the firm with particular expertise in the area.

Second, I want to assure you that before beginning our representation of the Embassy of Canada, we conducted a computerized name check and reviewed your needs with our Business Review Committee in order to ensure that no conflict of interest exists between our representation of you and any representations of any of our other clients. This includes clients of our firm's other offices, which practice under the name Preston Thorgrimson Shidler Gates & Ellis. Our check revealed no present conflicts. Moreover, we also would not in the future represent any other clients in connection with any of the specific matters in which

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A PARTNER IN PRESTON THORGRIMSON SHIDLER GATES & ELLIS

SEATTLE, WA  
(206) 623-7580  
FAX: (206) 623-7022

BELLEVUE, WA  
(206) 453-0300  
FAX: (206) 646-3081

SPOKANE, WA  
(509) 624-2100  
FAX: (509) 456-0146

TACOMA, WA  
(206) 272-1500  
FAX: (206) 272-2913

ANCHORAGE, AK  
(907) 276-1969  
FAX: (907) 276-1365

PORTLAND, OR  
(503) 228-3200  
FAX: (503) 248-9085

Mr. Jonathan T. Fried  
February 1, 1991  
Page Two

we were then representing the Embassy of Canada, if that other client's interest in those matters were adverse to your interests.

Of course, it is always possible that one of our existing or new clients may in the future seek our services as counsel in connection with matters which are not substantially related to our work for you, in which the interests of those clients may be adverse to your interests. As we discussed, it must be clearly understood that our firm could not undertake to represent the Embassy of Canada without your assurance that you would not seek, on the basis of our present representation of you, to disqualify us from representing other clients in any matter that is not substantially related to our work for you.

Finally, while not necessarily required by the terms of this representation because we will be simply gathering information, nevertheless we will register under the Foreign Agents Registration Act, specifically listing those attorneys working on this matter.

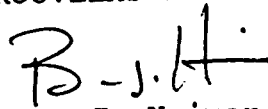
As we discussed, the understandings set forth in this letter are agreeable to you and they will be deemed accepted as a part of the contract upon commencement of our work.

Once again, we are very much looking forward to working with you and welcome this opportunity to work with the Embassy of Canada.

Sincerely,

PRESTON GATES ELLIS  
& ROUVELAS MEEDS

By:

  
Bruce J. Heiman

Canadian Embassy



Ambassade du Canada

501 Pennsylvania Avenue, N.W.  
Washington, D.C. 20001

January 31, 1991

Mr. Bruce J. Heiman  
Preston Gates Ellis  
& Rouvelas Meeds  
1735 New York Avenue, N.W.  
Suite 500  
Washington, D.C. 20006-4759

Dear Mr. Heiman:

Further to your conversations with Jonathan Fried, the Embassy of Canada (the "Embassy") wishes to enter into a contract with you to provide advice to the Embassy on the possible listing under the Endangered Species Act of Snake River (Sockeye and Chinook) and Lower Columbia River (Coho) Salmon.

Subject to the terms and conditions following, and in consideration for the performance of the work described below, the Embassy will pay a sum not to exceed U.S. \$10,000.00. It is understood that such payment is to be made on the basis of monthly invoices, listing work actually performed on behalf of the Embassy in this regard, at an hourly rate not to exceed US \$200.00.

The contract is to be effective as of the date of your acceptance of these terms and conditions. Your acceptance shall constitute a declaration that neither you nor your firm have any pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, you shall declare it immediately to the Embassy.

It is understood that the work to be performed involves preparing an analysis of the regulatory and other factors surrounding the listing process and reporting to Mr. Fried as instructed by him, and gathering other information as required. It is also understood that in no circumstances shall you undertake or make representations on behalf of the Embassy to any third party without our consent.

.../2

This letter, when accepted by you, constitutes a contractual arrangement in accordance with the Canadian Government Contract Regulations and should not be interpreted as an appointment or employment in the capacity of an officer or employee of the Embassy or of the Government of Canada.

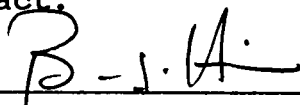
If you accept the terms of this contract as outlined above, please sign and return this letter in duplicate as soon as possible to the attention of Jonathan T. Fried, 501 Pennsylvania Avenue, N.W., Washington, D.C. 20001. The third copy is for your records.

Yours sincerely,



Jonathan T. Fried  
Counsellor  
Congressional and  
Legal Affairs

I accept and agree to the terms and conditions of this contract.



\_\_\_\_\_  
Preston Gates Ellis & Rouvelas Meeds

2/1/91

\_\_\_\_\_  
Date