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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 LLP 2100 Pennsylvania Avenue, NW, Washington, D.C. 20037	2. Registration No. 3718
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3. Name of foreign principal Government of the United Kingdom	4. Principal address of foreign principal British Embassy 3100 Massachusetts Ave., NW Washington, D.C. 20008
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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. Defense Supply Office
United Kingdom Ministry of Defence
- b) Name and title of official with whom registrant deals. Stever McCarthy, Attache Defence Supply
Geoff Magnus, Counselor Defence Supply

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

- a) Principal address
- 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,

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

8/13/99

Name and Title

STEVEN D. GORDON
PARTNER

Signature



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. One original and two legible photocopies of this form shall be filed 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, 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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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

1. Name of Registrant Holland & Knight LLP	2. Registration No. 3718
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3. Name of Foreign Principal

Government of the United Kingdom

Check Appropriate Boxes:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. 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 expenses, if any, to be received.

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

Please see Question 4 above.

Note that the contract was signed November 1998. However, up until this time services have not included any activities which require registration under FARA. The foreign principal has now requested expansion of activities. Such request was requested orally, however, the November 1998 contract anticipates other activities in Paragraph 4 of Annex A to Schedule 1.


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

We will provide strategic advice concerning defense authorization and appropriation, and other legislation that impacts on UK/US defense.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

See response to Question 8 above.

Date of Exhibit B	Name and Title	Signature
8/13/99	STEVEN D. GORDON PARTNER	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any 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 interests, policies, or relations of a government of a foreign country or a foreign political party.

UKDPO/Billing
Received Nov-04-98 03:38pm

Contracts in Confidence

UKDPO Form 53A
(Iss 3/Jul 96)

UNITED KINGDOM DEFENCE PROCUREMENT OFFICE
British Embassy, 3100 Massachusetts Avenue NW
WASHINGTON, DC 20008
Telephone (202) 588-6771
Facsimile (202) 588-7882

OFFER OF CONTRACT
Legal Advice Services

Holland & Knight LLP
Attn: Mark Ball
2100 Pennsylvania Avenue N.W., Suite 400
Washington, DC 20037

Date: 04 November 1998
Reference: CON1B/1610

Dear Sir:

- I hereby offer you a Contract for Legal Advice Services as described in Schedule 1 hereto, subject to the following Terms and Conditions, a copy of which is attached:

UKDPO Form 72 - Standard Conditions - Field Services (Issue CON1B/1610)
- Your acceptance of this Offer constitutes a Contract which shall only be amended by mutual written agreement between the parties.
- Please forward your unqualified acceptance by signing and returning the enclosed "Acceptance of Offer" copy of this letter to UKDPO as soon as possible

Yours faithfully

RECEIPT ACKNOWLEDGED AND CONTRACT
ACCEPTED BY THE SELLER:

DATE: November 9, 1998

BY: *Mark Ball*

TITLE: Partner

C J Parker
C J PARKER
for DIRECTOR OF PROCUREMENT
United Kingdom Defence Procurement Office
on behalf of
SECRETARY OF STATE FOR DEFENCE
OF HER MAJESTY'S GOVERNMENT
IN THE UNITED KINGDOM

PLEASE ADDRESS ENQUIRIES TO: Contracts MICHÈLE SALVAGGIO (202) 588-6771

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UKDPO Form 60B
(Iss 7/Jul 90)

SCHEDULE 1 - CONTRACT SCHEDULE

UKDPO REF NO: CON1B/1610

1. **Schedule of Requirements:**

The provision of Legal Advice Services to the Defence Supply Office (DSO), British Defence Staff, Washington and, through the DSO, other British Defence Staff serving in the USA in accordance with the Statement of Work at Annex A hereto.

2. **Firm Fixed Prices (\$):**

<u>Item</u>	<u>Requirement</u>	<u>1 Nov 98 to 31 Dec 99</u>	<u>1 Jan 00 to 31 Dec 00</u>	<u>1 Jan 01 to 31 Dec 01</u>
1	Quarterly Retainer	\$18,500.00	\$18,500.00	\$18,500.00
2	Hourly fee (Note 1)	\$ 205.00	\$ 205.00	\$ 215.00

Note 1 - This is an exceptional fee for services not covered by the Quarterly Retainer.

3. **Estimate of Requirements:**

The anticipated volume is four hundred professional hours (Lawyers and Legal Assistants) per year. It should be noted that this is an estimate. The Buyer may require more or less than this volume. In any event the Buyer shall not be bound to a specific volume, or indeed anything at all.

4. **Duration:**

The Contract shall remain in force from 1 November 1998 to 31 December 2001. The Contract may then be extended as mutually agreed by the parties.

5. **Payment:**

Payment of quarterly retainers shall be made at the beginning of the quarter to which they pertain. Other payments shall be made following acceptable performance of service or as mutually agreed. In all cases, invoices for payment shall be forwarded directly to the Defence Supply Office of the British Embassy.

Contracts in Confidence**ANNEX A TO SCHEDULE 1
CONIB/1610****SCHEDULE OF REQUIREMENTS FOR THE PROVISION OF LEGAL ADVICE SERVICES
TO THE DEFENCE STAFF OF THE BRITISH EMBASSY, WASHINGTON DC.****1.0 Defence Supply Office****1.1 Provision of advice and interpretation of impact on MOD(UK) and UK industrial interests from:**

- 1.1.1 laws and regulations relating to the procurement of defence equipment and services - e.g. title 10, USC; FAR/DFARS; "Buy American"; Acquisition Reform
- 1.1.2 Annual Defense Authorization and Appropriations Acts
- 1.1.3 laws relating to foreign investment in defence companies: e.g. NISP/NISPOM; FOCI; Exxon/Florico; CFIUS
- 1.1.4 laws and regulations relating to representation and lobbying - e.g. FARA
- 1.1.5 legal proceedings relating to UK contractor performance - e.g. "whistle blower" actions.

1.2 General legal advice on draft agreements relating to defence equipment co-operation - e.g. US/UK Defence CONIB-operation MOU; project specific MOUs.**2.0 United Kingdom Defence Procurement Office (UKDPO)****2.1 Provision of advice and interpretation of impact on MOD(UK) from:**

- 2.1.1 legal requirements arising from contracts placed in the US by UKDPO and MOD(UK)
- 2.1.2 legal proceedings involving contracts let by UKDPO and MOD(UK)
- 2.1.3 laws and government regulations relating to the import and export of defence goods and services - e.g. ITARS
- 2.1.4 contingent liability of HMG in relation to activities of US Government - e.g. environmental clean up

3.0 Attaché Defence Equipment/Intellectual Property Rights (ADE/IPR)**3.1 Provision of advice and interpretation of laws and regulations relating to Intellectual Property Rights in the USA.****4. Other matters, as required.**

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UKDPO Form 72
(Issue CON1B/1610)STANDARD CONDITIONS - FIELD SERVICES1. INTERPRETATION, & CONDITIONS:

- (a) In these Conditions "the Contract" means the agreement concluded between the Buyer and the Seller including all specifications, plans, drawings and other documents which are relevant to the Contract and also such of these Conditions as are included in the terms and conditions of the Contract.
- (b) The following provisions shall have effect with respect to the interpretation of the Contract except where the context otherwise requires:-
- (i) "the Buyer" means the Secretary of State for Defence of the Government of the United Kingdom or his authorised representative;
- (ii) "the Seller" means the person who by the Contract undertakes to supply the Articles or to render such other service for the Authority as is provided by the Contract and, where the Contractor is an individual or a partnership, the expression shall include the personal representatives of that individual or of the partners, as the case may be and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Seller with the consent of the Buyer.

2. DISPUTES AND APPLICABLE LAW:

- (a) This Contract shall be governed by the law of the State of New York;
- (b) Any dispute, controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration in Washington, D.C. by three Arbitrators in accordance with the Rules of the American Arbitration Association, and judgement upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof;
- (c) Pending final decision of any dispute hereunder, the Seller shall proceed diligently with the performance of the Contract and in accordance with the Buyer's instructions.

3. REJECTION:

- (a) The Buyer shall have the right to reject Services which are found not to conform with the requirements of the Contract;

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- (b) Where Services are rejected prior to completion of Contract, the Seller shall rectify such deficiencies as notified by the Buyer in writing, and:
- (i) the Seller shall be liable for costs of replacement of Service Personnel; and,
 - (ii) the Seller shall accomplish replacement within thirty (30) days of receipt of notification or rejection, or such further period as the Buyer may allow in writing.

4. DEFAULT:

- (a) (i) The buyer may, subject to paragraphs (c) and (d) below, by written notice of default to the Seller, terminate this Contract in whole or in part if the Seller fails to:
- (1) perform the Services within the time specified in this Contract or any extension;
 - (2) make progress, so as to endanger performance of this Contract (but see subparagraph (a)(ii) below); or,
 - (3) perform any of the other provisions of this Contract (but see subparagraph (a)(ii) below).
- (ii) The Buyer's right to terminate this Contract under subdivisions (i)(2) and (i)(3) above, may be exercised if the Seller does not cure such failure within 10 days (or more if authorized in writing by the Buyer) after receipt of the notice from the Buyer specifying the failure.
- (b) If the Buyer terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, Services similar to those terminated, and the Seller will be liable to the Buyer for all excess costs incurred by the Buyer in connection with Seller's default. However, the Seller shall continue the work not terminated.

5. CHANGES:

- (a) The Buyer at any time, by written order, and without notice to the sureties, if any, make changes within the general scope to this Contract in any one or more of the following:
- (i) description of services to be performed;
 - (ii) place of performance.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Buyer shall make an equitable adjustment in the Contract price and shall modify the Contract.

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- (c) The seller must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Buyer decides that the facts justify it, the Buyer may receive and act upon a proposal submitted before final payment of the Contract.
- (d) Failure to agree to any adjustment shall be a dispute. However, nothing in this clause shall excuse the Seller from proceeding with the Contract as changed.

6. **RECOVERY OF SUMS DUE:**

Where any sum of money shall be recoverable by the Buyer from the Seller, this sum may be deducted from payment then due or at any time thereafter becoming due to be made by the Buyer to the Seller.

7. **CORRUPT GIFTS & PAYMENT OF COMMISSION:**

- (a) Seller warrants that no gift or consideration has been made or will be made to any person in the Buyer's service in connection with the solicitation or performance of this Contract.
- (b) Except as expressly disclosed by the Seller in his offer, no person or selling agency has been employed or retained to solicit or secure this bid upon an agreement or understanding for a commission, percentage, brokerage or contingent fee other than authorized bona fide employees of the Seller.
- (c) Any breach of this warranty shall entitle the Buyer to terminate this Contract and to recover from the Seller the amount of any loss resulting from such cancellation.

8. **PERFORMANCE:**

Seller warrants that the Seller has power and authority to execute and perform this Contract.

9. **SECURITY/NON DISCLOSURE:**

- (a) Where classified transactions of any kind are generated in the course of this Contract or transmitted to the Seller by any means, the Seller undertakes to protect that information as if it carried the equivalent US classification. UK "Restricted" shall for this purpose be treated as US "Confidential".
- (b) The Buyer will notify the Seller separately of any classified aspects of this Contract.
- (c) Irrespective of security classification, information including drawings, specifications and information in any other form issued by the Buyer in connection with this Contract:
 - (i) shall be treated as having been disclosed "in confidence";
 - (ii) shall not be disclosed to any third party without prior written consent of the Buyer;
 - (iii) shall not be used by any person for any purpose other than that for which it was provided; and,

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- (iv) shall be returned to the Buyer on demand or when the Contract is completed or terminated.
- (d) The Seller agrees to keep in confidence all matters relating to this Contract and to prevent any publicity concerning its existence or content.

10. **ASSIGNMENT:**

The Seller shall not assign, give, bargain, sell, or otherwise dispose of the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof without the previous consent in writing of the Buyer.

11. **WAIVER OF RIGHTS:**

Any failure on the Buyer's part to exercise, in any instance, any of the Buyer's rights hereunder shall not constitute a relinquishment of such rights, nor shall such failure be construed as a waiver of relinquishment of similar rights arising thereafter.

12. **BANKRUPTCY:**

The buyer may at any time and without prejudice to any right of action or remedy summarily terminate the Contract without compensation in the event of the Seller declaring himself bankrupt.

13. **BREAK (TERMINATION FOR CONVENIENCE):**

- (a) The Buyer may terminate performance of work under this Contract in whole or, from time to time, in part if the Buyer determines that a termination is in the Buyer's interest. The Buyer shall terminate by delivering to the Seller a Notice of Termination specifying the extent of termination and the effective date.
- (b) Should the Buyer terminate the Contract, the Buyer shall pay to the Seller a reasonable price for any work performed prior to the date of termination.

14. **ORDER OF PRECEDENCE:**

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- (a) the Schedule of Requirements;
- (b) Contract clauses; and,
- (c) other documents, exhibits and attachments.