

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement

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

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by 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 this 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: <https://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: <https://www.fara.gov>.

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, Counterintelligence and Export Control 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 and Address of Registrant

Luque PLLC
25 Broadway, 9th.Floor, New York, NY 10004

2. Registration No.

6568

3. Name of Foreign Principal

Banthoon Lamsam, on behalf of Kasikornbank Public Company Ltd.

4. Principal Address of Foreign Principal

1 Soi Rat Burana 27/1
Rat Burana Road, Bangkok, Thailand 10140

5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant
N/A
- b) Name and title of official with whom registrant deals

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

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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.

Principal Kasikornbank is a Thai banking group. Its CEO is Banthoon Lamsam.

b) Is this foreign principal:

- | | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

Kasikornbank is not itself government-controlled, owned, directed, or supervised. The CEO of Kasikornbank, Banthoon Lamsam, is a private citizen. Banthoon Lamsam has been appointed to serve as private-sector CEO of a government sanctioned and controlled committee called the "Nan Sandbox" committee, established by Office of Prime Minister's Directive No. 48/2561, the purpose of which is to address forest, natural resources, and land-use issues in a region of Thailand, including by raising funds from interested parties. Kasikornbank has retained the Registrant with regard to some of these activities in the United States. Because the Nan Sandbox Committee is government-controlled and supervised, Registrant is filing this Registration.

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.

Kasikornbank is a publicly-traded commercial banking entity listed on the Stock Exchange of Thailand. Banthoon Lamsam is its CEO.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
July 03, 2018	Anibal Luque, Managing Attorney	/s/ Anibal Luque
		eSigned

U.S. Department of Justice

Washington, DC 20530

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

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. Compliance is accomplished by filing an electronic Exhibit B form at <https://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: <https://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: <https://www.fara.gov>.

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, Counterintelligence and Export Control 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

Luque PLLC

2. Registration No.

0568

3. Name of Foreign Principal

Banthoon Lamsam, on behalf of Kasikornbank Public Company Ltd.

Check Appropriate Box:

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.

See attached agreement. Registrant, a law firm, has been retained to provide both legal (non-registrable) and other services on behalf of the Principal. In particular, services will be provided by Registrant in regards to the Principal's service on the "Nan Sandbox" committee, established by Office of Prime Minister's Directive No. 48/2561, the purpose of which is to address forest, natural resources, and land-use issues in a region of Thailand, including by raising funds from interested parties. Kasikornbank has retained the Registrant with regard to some of these activities in the United States, including project management, vendor recruitment and management, the identification of potential donors for the Committee, and making introductions to prospective donors, who would make donations directly to the Committee.

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

See attached agreement. Registrant, a law firm, has been retained to provide both legal (non-registrable) and other services on behalf of the Principal. In particular, services will be provided by Registrant in regards to the Principal's service on the "Nan Sandbox" committee, established by Office of Prime Minister's Directive No. 48/2561, the purpose of which is to address forest, natural resources, and land-use issues in a region of Thailand, including by raising funds from interested parties. Kasikornbank has retained the Registrant with regard to some of these activities in the United States, including project management, vendor recruitment and management, the identification of potential donors for the Committee, and making introductions to prospective donors, who would make donations directly to the Committee.

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 attached agreement. Registrant, a law firm, has been retained to provide both legal (non-registrable) and other services on behalf of the Principal. In particular, services will be provided by Registrant in regards to the Principal's service on the "Nan Sandbox" committee, established by Office of Prime Minister's Directive No. 48/2561, the purpose of which is to address forest, natural resources, and land-use issues in a region of Thailand, including by raising funds from interested parties. Kasikornbank has retained the Registrant with regard to some of these activities in the United States, including project management, vendor recruitment and management, the identification of potential donors for the Committee, and making introductions to prospective donors, who would make donations directly to the Committee.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
July 03, 2018	Anibal Luque, Managing Attorney	/s/ Anibal Luque eSigned

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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.



917.675.4910 T
917.924.2220 F
25 BROADWAY, 9TH FLOOR
NEW YORK, NY 10004

June 27, 2018

Banthoon Lamsam on behalf of ("o/b/o")
KASIKORNBANK Public Company Limited
1 Soi Rat Burana 27/1
Rat Burana Road
Rat Burana, Bangkok 10140, Thailand
Via E-Mail: (bravo8@kasikornbank.com)

Re: Engagement Agreement for Legal Services

Dear Banthoon,

Thank you for selecting me to represent you in connection with your legal matters as described below. Please review this letter carefully and let me know if you have any questions.

1. **Scope of Engagement:** This letter confirms that you have engaged Luque PLLC as your legal counsel, specifically and solely to perform the following services:

- (1) Serve as a project lead for the *Nan Sandbox Project* ("NSP") project;
- (2) Research, Organization, and Strategy for NSP, including (a) review and analysis of legal requirements for NSP and current resources; (b) research on Nan, Thailand; (c) overview of project plans, including identification of prospective target donors; identification of vendors to oversee donor acquisition goals, marketing strategy, and communications materials; and (d) review and analysis of legal framework and strategy for legal structure and deal terms of NSP;
- (3) Management of the NSP project, and any sub-vendors that may be retained to execute the NSP project, including (a) presentation of deliverables for your review and approval; (b) identification of prospective target donors to fund the NSP, including as necessary, initiation of lines of communication to seek out target donors, (c) relationship building with target donors; (d) negotiation and finalization of terms of engagement and financing documents for NSP; (e) and to serve as liaison between donors and management of NSP (provided, however, that it is understood that Luque PLLC will not directly raise any funds for the benefit of NSP (e.g., Luque PLLC shall not directly solicit or receive donations for the benefit of NSP from donors; NSP shall directly pitch donors and donors shall be directed to liaise directly with NSP or you for such purposes);
- (4) Draft any and all legal documents related to project's mission or as reasonably requested by you, including but not limited to legal services and advice related to filing for 501(c)(3) exemption status.

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This representation includes incidental research, e-mail correspondence, substantial telephone discussions, and in-person meetings, but does not include other legal issues, arbitration, or potential litigation. Substantial telephone discussions are defined as calls lasting more than thirty (30) minutes. **You will not be billed for any additional work unless you agree in writing before the work begins.**

The services we provide will be of a strictly legal nature, and it is understood that you will not be relying on us for investment or accounting advice, nor to assess the character or creditworthiness of persons with whom you may deal. You also understand that some services contemplated hereunder may require registration and disclosure pursuant to the U.S. Foreign Agents Registration Act, and you agree to reasonably cooperate with Luque PLLC in providing any information that Luque PLLC may be required to disclose to the U.S. Government thereunder.

2. **Fees:** Except as otherwise hereafter agreed, you hereby agree to remit a monthly flat fee of sixty-two thousand and five hundred dollars (\$62,500.00) during the Term with a nonrefundable deposit of first and last month's fees, due upon signing, for a total of one hundred twenty-five thousand dollars (\$125,000.00), for the Services provided in Section 1. Travel time, if required by you, which includes time spent on planes or traveling to and from airports, shall be billed in addition to the monthly flat fee at a fifty percent (50%) discounted rate of our currently hourly rate. Our current hourly rate is five hundred twenty-five dollars (\$525.00). The Firm will bill the Company in six (6) minute increments, rounded off for each activity to the next one-tenth of an hour. These Fees shall be paid upon completion of the services to be performed. Please note that the aforementioned fees are for legal services only, and do not include any filing fees or charges required by municipal, state, federal, or international agencies. In addition to our flat fee, you shall be required to pay directly or reimburse us for all disbursements incurred by us (and pre-approved by you in writing) on your behalf including, without limitation, expenses for photocopying and reproductions, legal compliance expenses, messengers, long distance telephone, travel expenses, computer assisted research, or court reporters. Where outside vendors are involved (and pre-approved by you in writing), you will be billed at our cost as reflected in the vendors' bills. For the following items, our charges are as follows: in-house duplicating: \$0.20 per page and in-house messenger: \$15 per trip. For any further legal services, unless we agree otherwise in advance, you will be charged for our services based on the actual hours accrued and disbursements incurred unless we agree on a fixed fee for such work.

3. **Term:** You agree to a minimum term of service of one (1) year. This includes a minimum of eight (8) hours per week, including research, communication, drafting, filing, review, and in-person meetings. The work performed shall not exceed a maximum of one hundred (100) hours per month unless mutually agreed upon by the parties in advance. Any additional time needed will be discussed case-by-case based on availability.

4. **Disbursements:** You will be billed for any pre-approved, out-of-pocket expenses incurred in connection with the rendering of services on your behalf. Expenses include

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but are not limited to business travel and room and board. Expenses may also include budget to hire contractors for design, research, marketing, and networking, upon approval.

5. Performance of Work: The work performed hereunder or parts thereof will be primarily performed by Anibal A. Luque, but it is understood that as part of our work, some matters may be delegated to other lawyers and legal assistants under my general supervision. You will be made aware of any delegation prior to the work being performed.

6. Delivery of Work: You acknowledge and understand that it is our policy to deliver all final documents to our clients in PDF format. This policy protects our clients from any unintentional changes to such documents, as well as our attorney work product.

7. Payments: We accept payment by check, money order, credit card, Chase Quickpay or PayPal. **Please note that you are responsible for any additional charges or fees required by any payment processing service. For credit card payments, please make sure to add a three percent (3%) service charge to the total balance. For wire transfers, please add a thirty-dollar (\$30.00) service charge to the total balance.** You are also responsible for any overdraft fees or fees for bounced checks. For matters not already listed above, payments shall be made as mutually agreed upon on a case-by-case basis in writing. If an invoice remains unpaid for more than ninety (90) days, we may, in our sole discretion, charge interest on the amount due at a rate of one percent (1%) per month (twelve percent (12%) per year), and cease performing services until you become current in the amounts owed for past services and disbursements. If we are required to commence legal proceedings to collect our fees, we will also be entitled to the reasonable costs, expenses and attorneys' fees incurred in doing so if we prevail. Pursuant to the Fee Dispute Resolution Program established by the Rules of the Chief Administrator of the New York Courts, if there is a dispute regarding fees between \$1,000 and \$50,000, the Company has the right, but is not obligated to arbitrate the dispute in accordance with the New York State Fee Dispute Resolution Program. A copy of the rules governing that Program is available upon request.

8. No Warranty: Despite best efforts, there is no guarantee of the outcome or success of any matter, project, or transaction in connection with services rendered. You acknowledge that we have made no guarantees as to the outcome in connection with the matter(s) described herein. Your obligation to pay the associated fees and expenses is not contingent upon successful completion of any matter. You agree that we are not obligated to appear for you in any litigation, arbitration, or administrative proceeding. Also, you understand that agreements entered into by you may require you to exercise certain rights or make other elections within certain time periods; we will not be responsible for the monitoring of those time periods.

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9. Files: We customarily retain the files of current and former clients for the minimum period of time required by law. After that period, we reserve the right to determine, in our sole discretion, for what period of time files will be retained and at what point in time files will be destroyed. Nevertheless, we will return any Company files pursuant to the Firm's standard Client Document Retention Policy, upon termination of this relationship or upon your written request.

10. Termination: While we hope that our relationship with you will be mutually beneficial, you or we are nevertheless free to terminate this relationship at any time (subject to your obligation to pay us according to the terms of this agreement) by giving appropriate notice to the other. If there are any unpaid bills outstanding for more than ninety (90) days from the date of invoice, we have the right to suspend or stop rendering services and to withdraw as your attorney. The exercise of these rights shall not be deemed a waiver of claims for the payment of fees and disbursements incurred for services already rendered. Any cancellation of this relationship by either party will not relieve you of the obligation to pay fees and disbursements incurred up to the date work ceases. Upon termination, our attorney-client relationship will end, and we shall have no continuing obligation to advise you or the Company on any matter unless we otherwise expressly agree in writing. Nevertheless, our confidentiality obligations shall survive perpetually the termination of this relationship.

11. Miscellaneous: The relationship created herein: (i) may not be changed except by an instrument in writing signed by both parties; and (ii) shall be governed by the laws of the State of New York. The parties consent to personal jurisdiction in the City and State of New York and agree that any dispute arising hereunder (or related hereto) shall be confined solely to the state or federal courts of New York. The terms of this letter also apply to other matters handled at your request.

If the above correctly reflects your understanding and agreement, please sign a copy of this letter below in the space provided and return the signed letter. By doing so, you acknowledge that you have received a copy of this letter, that you have had an opportunity to discuss the contents with us, and if you desire, to have it reviewed by counsel, and that you understand, accept, and agree to abide by the terms hereof. This agreement will not take effect, nor will we have any obligation to provide legal services to you, until you return a signed copy.

[Signature Page to Follow]

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We look forward to a long and productive relationship and we appreciate the opportunity to represent you.

Warmest Regards,



By: _____
Anibal A. Luque
Managing Attorney
Luque PLLC

AGREED AND ACCEPTED:

KASIKORNBANK Public Company Limited

By: Banthoon Lamsam
Banthoon Lamsam