

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 <http://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: <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 .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, 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 and Address of Registrant LEVICK STRATEGIC COMMUNICATIONS	2. Registration No. 5649
3. Name of Foreign Principal GOVERNMENT OF ANTIGUA & BARBUDA	4. Principal Address of Foreign Principal Ministry of Finance, the Economy and Public Administration New Government Office Complex Queen Elizabeth Highway St John's, Antigua
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (<i>specify</i>) _____ <input type="checkbox"/> Individual-State nationality _____	
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant Ministry of Finance, the Economy and Public Administration b) Name and title of official with whom registrant deals Colin Murdoch	
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	

Formerly CRM-157

FORM NSD-3
Revised 03/11

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:

Supervised by a foreign government, foreign political party, or other foreign principal Yes No

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 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 must 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.

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
October 11, 2012	Patricia A. Ramsay, COO	/s/ Patricia A. Ramsay eSigned

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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 <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 .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, 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 LEVICK STRATEGIC COMMUNICATIONS	2. Registration No. 5649
3. Name of Foreign Principal GOVERNMENT OF ANTIGUA & BARBUDA	

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.

COMMUNICATIONS IN SUPPORT OF WORLD TRADE ORGANIZATION DECISIONS.

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

SEE ATTACHMENT

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.

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
October 11, 2012	Patricia A. Ramsay, COO	/s/ Patricia A. Ramsay
		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.

STANDARD CONTRACT

October 3, 2012

Fees

This engagement between Levick Strategic Communications, LLC, and the Government of Antigua and Barbuda, will begin on September 15, 2012 and will continue for a minimum of six months. For professional services rendered, Levick will charge a flat retainer of \$40,000 per month to be billed monthly in advance. Expenses will be billed separately, on a monthly basis, and are described below:

Expenses

General

We do not charge our clients for recurring costs such as in-house copying, faxing, scanning, printing or postage, local communications costs or for access to our on-line media technology and digital services. We will invoice you a flat 3.50% of monthly fees to cover these costs. Actual long-distance or conference calling charges incurred on behalf of the client will be billed separately, at cost.

Travel and Meals

Travel and meals will be billed at cost. For air travel, we will bill only best available economy rate at the time of booking. Travel for which reimbursement is expected hereunder must be approved by you in advance.

Significant Outside Vendors

Significant outside vendor expenses such as private newswires (e.g., PRNewswire), video recording and production, photography and printing, web optimization and blogging, large copying or significant postage, etc. are charged at cost plus the industry standard 17.65% mark up to cover management and administration. Should any of these expenses be required, we will consult with you first for approval.

Invoicing

All invoices are due upon receipt. Interest of 1.5% per month will be charged on all balances outstanding over 30 days. Questions about contract terms or invoices should be directed as follows:

Lisa Santopietro
Controller
LEVICK
(202) 973-1349
lsantopietro@levick.com

Scope of Services

You are free at any time to expand or reduce the scope of work by letting us know what changes you require in writing. In such cases, the fee shall be revised to reflect the new scope of work. The scope of services for this engagement include utilizing public relations and public affairs strategies to improve the Antiguan position, reputation and presence in the U.S. media. Additionally, LEVICK will coordinate with the legal and government relations professionals currently retained by the Government of Antigua and Barbuda to help accomplish their mutual goals.

Confidentiality

We agree to keep confidential any and all information concerning your business and operation which becomes known to us and which you advise us is or is otherwise reasonably apparent to be considered confidential in nature. You agree to keep confidential our recommendations and confidential information regarding various communications projects in which we are now or may be involved.

Contracting

LEVICK agrees not to hire any of your employees for the period of this agreement and one year after its completion. In return, you agree not to hire any LEVICK employees or their agents for the period of this agreement and one year after its completion.

Indemnification

Since we will be acting at your direction, you agree to indemnify and hold us and our agents and assigns harmless with respect to any claims or actions for discovery. You also agree to indemnify and hold us and our agents and assigns harmless with respect to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy arising out of our consultation and/or any materials or information supplied by you to us where we have acted in good faith and in accordance with your instructions; it being understood and agreed that this indemnity shall not extend to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy where we have acted contrary to or in the absence of your instructions or otherwise have acted with negligence.

This agreement may be terminated by either party on not less than 30 days written notice.

Please sign this letter and return it to the address given below. Work will start upon our receipt of this letter and a payment of \$40,000 for the first month of the engagement. Payment may be sent with this agreement or by wire transfer as noted below:

Please remit payment to:
LEVICK
1900 M Street, NW
Washington, D.C. 20036

OR

Please Wire Funds to:
Bank: BB&T
Bank Address: 1801 K Street, N.W.
Washington, D.C. 20036
Beneficiary: [REDACTED]
Account #: [REDACTED]
Routing #: [REDACTED]

Thank you for your confidence in LEVICK. We are very pleased to be working with you.

Sincerely,



Richard S. Levick, Esq.
President & CEO

Accepted & Agreed:

Witness:



Name: Colin Murdoch
Title: Permanent Secretary, Ministry of Finance,
the Economy and Public Administration
(Trade, Industry and Commerce)
Email: murdochcolin@hotmail.com
Date: 3 October 2012
Phone: 1.268.462.1532



Name: Sean Cenac
Title: Permanent Secretary,
Ministry of Finance, the
Economy and Public
Administration
Email: sean.cenac@gmail.com
Date: 3 October 2012