U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1124-0006

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.

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	2. Registration No.
ManattPhelps & Phillips, LLP	5864

3. Name of foreign principal	4. Principal address of foreign principal
Government of Jamaica through Harold C.W. Brady of Brady and Co.	7th Floor, 30-36 Knutsford Boulevard Kingston 5, Jamaica, W.I.

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

- [x] Foreign government
- [ ] Foreign political party
- [ ] Foreign or domestic organization: If either, check one of the following:
  - [ ] Partnership
  - [ ] Committee
  - [ ] Corporation
  - [ ] Voluntary group
  - [ ] Association
  - [ ] Other (specify):
- [ ] Individual-State nationality

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

a) Branch or agency represented by the registrant
Executive Branch

b) Name and title of official with whom registrant deals
Harold C.W. Brady

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

a) Principal address
Not Applicable

b) Name and title of official with whom registrant deals
Not Applicable

c) Principal aim
Not Applicable

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.

Not applicable

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.)*

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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.

Not applicable

Date of Exhibit A	Name and Title	Signature
Oct 13 2009	Susan Schmidt, Partner	Susan Schmidt

U.S. Department of Justice
Washington, DC 20530

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

OMB NO. 1124-0004

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. 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 .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	2. Registration No.
Manatt, Phelps & Phillips, LLP	5864
3. Name of Foreign Principal	
Government of Jamaica through Harold C.W. Brady of Brady and Co.	

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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.

Manatt, Phelps & Phillips, LLP will represent the Government of Jamaica in the U.S. regarding existing political and economic matters, including existing treaty agreements between Jamaica and the U.S.

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

The services to be provided will include contacts and meetings with the Executive Branch regarding existing political and economic matters, including existing treaty agreements between Jamaica and the U.S.

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.

Manatt, Phelps & Phillips, LLP will engage in political activities as defined. We will be speaking with Members of the Executive Branch to provide information on issues regarding existing political and economic matters, including existing treaty agreements between Jamaica and the U.S.

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Date of Exhibit B	Name and Title	Signature
Oct 13 2009	SOSAN SCHMIDT, Partner	Susan Schmidt

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.

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

(Please see attached)

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manatt
manatt | phelps | phillips

Manatt, Phelps & Phillips, LLP
Direct Dial: 202-585-6502
E-mail: cmanatt@manatt.com

October 1, 2009

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Mr. Harold C.W. Brady
Attorney –At-Law
7th Floor
30-36 Knutsford Blvd.
Kingston 5
Jamaica, W.I.

Dear Mr. Brady:

This letter describes the terms of our relationship. Manatt, Phelps & Phillips, LLP ("we" or "us") will represent and advise Brady and Co., Attorneys-at-Law ("you") in connection with political and economic matters, including existing treaty agreements between Jamaica and the U.S.[1] For purposes of this engagement, we will be representing you only and all duties and responsibilities created and imposed by this agreement shall be owed solely to you and we will not be deemed to represent the interests of any of your affiliates, subsidiaries, parent companies, joint ventures, officers, directors, partners, principals, individual members, investors or employees (collectively, "Your Affiliates"), unless otherwise agreed to in writing. Accordingly, we will be free to represent other firm clients adverse to or involving Your Affiliates or their interests. If this agreement is acceptable to you, please sign and return the original to me, together with the payment due described below. The enclosed copy is for your files. In addition, please send a copy of the signed agreement to me by facsimile at 310.312.4224. When you sign this letter, it becomes a contract between you and us.

Rates. You agree that we will be paid a flat fee of $100,000 (One Hundred Thousand U.S. Dollars) quarterly, which will be remitted at the beginning of each quarter, for services rendered. Any expenses in connection with international travel will be billed separately and in addition to the quarterly fees, above. Routine in-house administrative services will be included in the above flat fee; we will notify you of any additional expenses of the nature that we believe require separate reimbursement.

Billing Practices. We submit bills on a monthly basis shortly after services are rendered so you will have a ready means of monitoring and controlling the expenses you are incurring. Our bills itemize the services performed by date, time required, and the professional performing the services. Payment is due within twenty (20) days of your receipt of the bill. If in the course of our representation we anticipate a significant increase in the level of our activity on your behalf, we may bill you on a basis more frequent than monthly. If you believe the expenses are mounting too rapidly, please contact us immediately so we can discuss and evaluate your

options. When we do not hear from you, we assume you approve of the overall level of activity on our part in this matter on your behalf.

We understand that you may request that we submit our invoices electronically through a designated e-billing vendor. While we will endeavor to accommodate any such request, we cannot guarantee that we will be able to comply with all of the technical or other procedure requirements of your designated vendor. We will consider any such request on a case-by-case basis, and conversion to e-billing shall remain subject to our mutual agreement. In addition, please note our submission to e-billing procedures will not alter our current billing cycle as explained above.

Estimates. You may from time to time receive an estimate of the fees and expenses likely to be incurred by you in connection with the services we are providing. An estimate is not a fixed fee and does not constitute a commitment by us to perform services for that amount or an obligation by you to pay that amount. The fees and expenses required ultimately are a function of many conditions over which we have little or no control and may be more or less than any estimate. You will be responsible for the actual fees and expenses on the basis described in this agreement. Further, your obligation to pay such fees and expenses is not contingent upon successful completion of any project.

No Guarantee of Results. Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any attorney or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a promise or guarantee of any particular result.

Late Charges. Each month we send to clients who have amounts outstanding an Unpaid Statement notice listing all such amounts. A client will be assessed a late charge equal to one percent (1%) of the amount included on each notice that has been outstanding more than sixty (60) days. The amount of this late charge will be set forth on the notice. This late charge will be imposed each month on amounts that continue to be outstanding for more than sixty (60) days, including unpaid late charges. Unless a payment applies to a particular invoice, payments are applied to statements that have been outstanding the longest period of time. The costs associated with late payments go beyond a mere cost of funds calculation and make it impracticable or extremely difficult to quantify the actual costs incurred in connection with late payments, and you and we agree that this late charge is presumed to be the cost of a payment that is not made on time. We also note that this late charge provision is not intended to provide our clients with a means of financing their bills, and instead we continue to expect and require prompt payment of our billing statements.

As security for the payment of the fees, costs and disbursements incurred on your behalf, and without prejudice to any other rights, recourse or remedies we may have, you hereby grant us a security interest in and lien upon any sum or sums that may be on deposit from time to time in our client trust and/or retainer account(s) in connection with any engagement covered by this letter. In addition, as to any matters covered by this letter which involve litigation or threatened litigation, or any administrative or alternative dispute resolution proceeding, you hereby grant us a security interest in and a lien upon any sum or sums that may be recovered or received by you or on your behalf (or to which you are, or become, entitled to recover or receive) in connection with such litigation, threatened litigation or other proceeding, from any source or for any reason, including without limitation pursuant to any judgment, arbitration decision, settlement or insurance policy. You expressly authorize us to take appropriate action to perfect these security interests or liens, if necessary, and to resort to such security interests or liens to obtain partial or total satisfaction of any obligation or debt that you may have to us arising from this engagement. You may seek the advice of an independent lawyer of your choice about this lien provision and its consequences. By signing this agreement you acknowledge that you have been advised of the terms of this lien agreement and of your right to consult independent counsel and that you have been given a reasonable opportunity to seek such advice.

Termination of Engagement. Either of us can terminate this relationship at any time, but if we find it necessary to terminate the relationship, we will, of course, comply with our ethical obligations to protect your interests in the process of withdrawing. Upon termination of this engagement, you will remain responsible for the payment of all fees and expenses incurred on account of the representation. You also agree that we may apply to the court or other tribunal to withdraw as your counsel in such matter(s) and you hereby consent to such withdrawal and to cooperate fully and promptly in freeing us of any obligation to perform further work, including the execution and delivery of a substitution of attorney form. In addition, you agree to immediately advise the appropriate court or tribunal of replacement counsel.

Client Files. At the conclusion of our engagement, upon your request, we will turn over documents in the file(s) for this matter to your custody. If you do not request the file, we will retain it for a period of at least seven (7) years after the matter has concluded. If you do not request delivery of the file before the end of the seven-year period, we will have no further obligation to retain the file and may, at our sole discretion, destroy the file without further notice to you.

Tax Reporting and Disclosure. Please be advised that certain federal and state tax laws and regulations may require us to provide information to tax authorities about advice rendered by us. If you have any questions about these requirements, an appropriate member of our tax practice will be pleased to discuss them with you.

Policy Regarding Sarbanes-Oxley Section 307. Please be advised that our firm has a policy regarding compliance with Section 307 of the Sarbanes-Oxley Act of 2002, SEC Release No. 33-8185, 17 CFR, Chapter II, Part 205. A copy of this policy is available for your review upon request.

Waiver of Actual and Potential Conflicts of Interest. Furthermore, as we discussed, the Manatt firm has in the past, currently, and may in the future, represent clients adverse to or involving your interests. Accordingly, before we can accept this new engagement, we wish to obtain your advance consent to our current and future representation of adverse parties in the matters described below:

> You consent to our current representation of clients in agreements, negotiations, transactions, disputes, litigation or ongoing relationships with, or otherwise adverse to you, including, but not limited to, land use, condemnation, eminent domain, and employment matters. This waiver shall specifically include any adversarial proceeding or litigation against you.

We do not believe that we have or will come into possession of any confidential information concerning you that would be relevant to our representation of other clients in the matters described above. In addition, we are not able to, and will not, disclose any confidential information received from you without first obtaining your written consent.

We do not foresee that our current or future representation on behalf of other firm clients in matters in which the you have an adverse interest would affect our ability to represent you in the matter for which you have sought to retain us or in any subsequent such matters. However, the attorney-client relationship is one of utmost trust and confidence. This relationship could be adversely affected if you have any reservations about freely discussing information with us which would be disadvantageous to you if known to our other clients with whom you have dealings, notwithstanding our assurance we will maintain your communications in confidence.

If you have any concern about our ability to represent you under these circumstances, do not execute this letter until you have had an opportunity to discuss and resolve that concern with other counsel.

By executing this letter, you acknowledge that we have disclosed to you that we represent, and will represent in the future, clients who directly, or through an affiliate, are or may be adverse parties you in current or future transactions, disputes or litigation. In addition, you acknowledge that you have no objection, and you consent, to our representing such clients in connection with matters not directly related to those matters for which we are representing or have represented you. We reaffirm that this consent does not permit us to use any confidential information obtained during the course of our representation of you in any matter.

Arbitration of Fee Dispute. By signing this letter, you agree that, in the event of any fee and expense dispute arising out of or relating to this agreement, our relationship, or the services performed, such dispute shall be resolved by submission to binding arbitration pursuant to the Attorney Client Arbitration Board ("ACAB") established by the District of Columbia Bar. The prevailing party in such arbitration shall be entitled to recover from the losing party an amount equal to the reasonable value of the attorney services (including the time of our own attorneys representing us in such dispute) and costs, and the arbitrators shall be authorized to enter such an award in favor of the prevailing party. The value of attorneys' reasonable services shall be calculated on the basis of the attorneys' prevailing hourly rates at the time of the arbitration. We encourage you to contact the ACAB for a copy of the ACAB rules at (202) 737-4700, extension 238 and for counseling and other information pertaining to the process prior to executing this agreement.

Initial Payment. Upon execution of this agreement, you agree to deposit the sum of $100,000.00 (One Hundred Thousand U.S. Dollars) with us for the first quarter fees incurred in connection with the legal services we are providing, which sum shall be deposited in our general account and will be commingled with our other funds. An invoice for that amount is attached. We may require an additional retainer in the event the scope of services we are providing significantly increases beyond our initial expectations. Without limiting the foregoing, we may require retainers in advance to defray fees and expenses of third parties engaged by us on your behalf (such as experts, consultants, engineers, litigation support services and foreign counsel), which retainers will be applied to pay such third party charges on a current basis. Except as otherwise agreed by you, any retainers so delivered by you in respect of such third party charges will be applied exclusively to that purpose and not to the payment of our legal fees.

Wire Transfer. You may remit the payment due for this engagement, and any monthly payments, to us via wire transfer as follows:

Comerica Bank- California
10900 Wilshire Boulevard
Los Angeles, CA 90024
Routing number: 121137522
For credit to the account of Manatt, Phelps & Phillips, LLP
Account number: [redacted]

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Effective Date. This agreement will not take effect, and we will have no obligation to provide services to you, until you return a signed copy of this agreement together with the required initial quarterly payment, but the effective date of this agreement will be retroactive to the date we first provided legal services to you. Even if this agreement is not executed and returned by you, you will be obligated to pay the reasonable value of any services we may have performed for you at your direction. No modification to this agreement will be effective unless it

is in writing and signed by both of you and us. Facsimile signatures are as effective as original signatures.

Please confirm your agreement to the terms of this engagement letter by signing and returning this letter and remitting the required first quarter payment as described in this letter at your earliest opportunity. For your convenience, we have enclosed a self-addressed, stamped envelope or you can fax it to me at 310.312.4224.

We appreciate this opportunity to be of service to you.

Very truly yours,

Charles T. Manatt
Manatt, Phelps & Phillips, LLP

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Brady & Co.
Attorneys-at-Law

By: _____
Authorized Signatory

Its: _____

Dated: _____

The undersigned, Harold Brady, Consultant to Government of Jamaica, hereby confirms that he is authorized on behalf of the Government of Jamaica to approve of the engagement of Manatt, Phelps & Phillips, LLP, as set forth in this letter.

_____

Harold Brady, Consultant and Member of Public Entities

INVOICE

Amount due per engagement letter: $ 100,000.00

Please remit check together with signed engagement letter

You may also remit the amount due by wire transfer as follows:

Comerica Bank - California
10900 Wilshire Boulevard
Los Angeles, CA 90024
Routing number: 121137522
For credit to the account of Manatt, Phelps & Phillips, LLP
Account number: [redacted]

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