

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 Sanitas International LLC 1101 Pennsylvania Ave NW 6th Floor Washington DC 20004	2. Registration No. <b>5963</b>
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3. Name of foreign principal International Waterfront Resources Limited on behalf of the Port of Port of Spain International Waterfront Centre on behalf	4. Principal address of foreign principal 3840 Sackville St Port of Spain, Trinidad
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5. Indicate whether your foreign principal is one of the following:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Other (specify): <u>State-Owned Corporation</u>

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  
Wholly owned State Company, which reports to the Ministry of Cabinet of Planning, Housing and the Environment.

b) Name and title of official with whom registrant deals  
Neelanda Rampaul, Assistant Corporate Secretary, International Waterfront Resources Limited

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.

Promotion of the Port of Port of Spain International Waterfront Centre

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 checked="" type="checkbox"/>	No <input 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 checked="" type="checkbox"/>	No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input 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.)*

International Waterfront Resources Limited, a government owned company, manages The Port of Spain International Waterfront Centre. The Port of Spain International Waterfront Centre is a construction project aimed at revitalizing and transforming the waterfront of the capital-city Port of Spain located in Trinidad and Tobago.

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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.

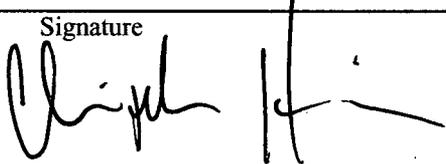
Date of Exhibit A	Name and Title	Signature
17 Nov 2009	Christopher Harvin Partner, Sanitas International LLC	

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. 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.

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1. Name of Registrant Sanitas International LLC	2. Registration No.  
3. Name of Foreign Principal Water Resources Limited on behalf of the Port of Spain International Waterfront Centre	

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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.

The agreement is between Sanitas International LLC and International Waterfront Resources Limited on behalf of the Port of Spain International Waterfront Centre for a twelve (12) month term.

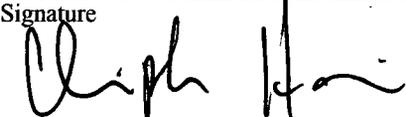
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Sanitas International will provide public relations and digital media support to the Port of Spain International Waterfront Centre to promote awareness in US and International media outlets.

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.

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Date of Exhibit B 17 Nov 2009	Name and Title Christopher Harvin Partner, Sanitas International LLC	Signature 
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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.

Strategic Communications  
Public Affairs  
Digital Media  
Multicultural Expertise



September 22, 2009

**Neelanda Rampaul**  
Assistant Corporate Secretary  
International Waterfront Resources Ltd.  
38-40 Sackville St.  
Port of Spain, Trinidad

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Dear Neelanda,

**Sanitas International LLC** (Sanitas) is honored to have the opportunity to represent **International Waterfront Resources Limited** on behalf of the **Port of Spain International Waterfront Centre** ("client"). Pursuant to our earlier discussions, please accept this letter of agreement to work on your behalf to:

- (1) Provide public relations support to the **Port of Spain International Waterfront Centre** and their leadership to promote their interests to US and international media outlets.
- (2) Develop and execute a digital media strategy to promote awareness of the **Port of Spain International Waterfront Centre** through various internet-based channels of communications.

To help support our work and to sustain our commitment to a dedicated and priority representation, **International Waterfront Resources Limited** agrees to pay a retainer of U.S. \$12,500 (twelve thousand five hundred U.S. Dollars) per month to **Sanitas** for the next twelve months (12) for professional services. The first two months will be due during the signing of this agreement.

The retainer will be effective September 22, 2009 to September 22, 2010 and either party may terminate the agreement by providing sixty (60) days advance written notice of termination. Accordingly, this agreement may be renewed and extended upon notice of as desire to do so by either **Sanitas** or **International Waterfront Resources Limited** and upon the written agreement of both. Terms and Scope of Work will remain materially and substantially the exact same as before, unless otherwise agreed to by the parties in writing. 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.

Additionally, **International Waterfront Resources Limited** agrees to reimburse all travel, lodging, meals and such incidental expenses. Such expenses will be authorized by **Sanitas** in advance. For airline travel time longer than 5 hours in length, **International Waterfront Resources Limited** shall make best efforts to provide business class accommodations. Any travel expenses billed by **Sanitas** to **International Waterfront Resources**.

Significant outside vendor expenses such as private newswires, video recording and production, photography and printing, web design and optimization, large copying or significant postage, etc. are

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charged at cost plus the industry standard mark up (17%) to cover management and administration. Should any of these expenses be required, we will consult with you first for approval.

Sanitas agrees to keep confidential any and all information concerning **International Waterfront Resources Limited** objectives and information which becomes known to us and which **International Waterfront Resources Limited** advises us is to be considered confidential in nature, unless disclosure of such confidential information is required by law or regulatory authority. **International Waterfront Resources Limited** agrees to keep confidential our recommendations and confidential information regarding various communications projects in which we are now or may be involved.

Since **Sanitas** will be acting at your direction, **International Waterfront Resources Limited** agrees to indemnify and hold us and our agents and assigns harmless with respect to any claims or actions for discovery **International Waterfront Resources Limited** also agrees 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 **International Waterfront Resources Limited** to us where we have acted in good faith and in accordance with **International Waterfront Resources Limited** 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 **International Waterfront Resources Limited**'s written instructions or otherwise have acted with gross negligence.

This agreement shall be governed by and interpreted in accordance with the laws of England and Wales and without regard to its conflicts of laws and principles. The courts of England and Wales shall have exclusive jurisdiction arising under or related to this Agreement and **International Waterfront Resources Limited** and **Sanitas** irrevocably consent to the jurisdiction of such courts and the placement of venue therein, and waives any claim that any such action, suit or proceeding in such a court has been brought in an inconvenient forum.

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 \$25,000 USD. Payment may be sent by wire transfer as noted below:

***Please Wire Funds to:***

**[REDACTED]**  
**[REDACTED]**  
Beneficiary: Sanitas International, LLC  
Account #: **[REDACTED]**  
Routing #: **[REDACTED]**

Clients will receive a monthly invoice, with payment due within 14 days. In addition, we will provide you with a monthly report of the firm's activities on behalf of **International Waterfront Resources Limited**.

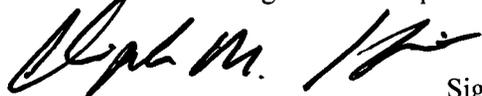
**Sanitas** is looking forward to a long and productive relationship with **International Waterfront Resources Limited** and we are eager to start working on your behalf.

Very truly yours,

**On behalf of Sanitas International LLC**

*[Handwritten signature]*  
*[Handwritten signature]*

I have read the above letter and agree and accept the terms and the conditions set forth therein.

Signature: 

Signature: 

Date: 22 September 2009

Date: 22 September 2009

**Christopher Harvin**  
Partner  
Sanitas International

**Neelanda Rampaul**  
Assistant Corporate Secretary  
**International Waterfront Resources Limited** on  
behalf of The Port of Spain International Waterfront  
Centre