

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

Sandler Trade LLC, 1050 17th Street NW, Suite 800, Washington, DC 20036

2. Registration No.

6038-6/80

3. Name of Foreign Principal
Minister Benchawan Ukrid4. Principal Address of Foreign Principal
Office of Commercial Affairs
Royal Thai Embassy
1024 Wisconsin Avenue
Washington, DC 20007

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: Partnership Committee Corporation Voluntary group Association Other (specify) _____ Individual-State nationality _____

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

a) Branch or agency represented by the registrant

Office of Commercial Affairs at the Royal Thai Embassy

b) Name and title of official with whom registrant deals

Minister Benchawan Ukrid, Minister

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
August 05, 2013	Marideth Joy Sandler, CEO	/s/ Marideth Joy Sandler 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 <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

Sandler Trade LLC

2. Registration No.

~~6038~~

6180

3. Name of Foreign Principal

Minister Benchawan Ukrid, Office of Commercial Affairs, Royal Thai Embassy, 1024 Wisconsin Avenue, NW, Washington D.C., 20007

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.

Sandler Trade LLC was hired to advise the Office of Commercial Affairs (OCA) of the Royal Thai Embassy with respect to its need for general advice regarding issues relating to the Generalized System of Preferences (GSP) program. The Agreement took effect on January 1, 2013, and will expire on December 31, 2013. The work specified in the Agreement falls within 23 areas: 1) Preparation of petitions for competitive need limitation (CNL) waiver products; 2) Strategize, help to prepare, and review the final version of the comments on behalf of the Royal Thai Government for the Special 301 Review and for the Notorious Market review; 3) Identify supportive stakeholders so that they may also submit comments; 4) Review the draft comments for the Royal Thai Government's submission to the U.S. National Trade Estimate Report; Sanitary and Phytosanitary, and Technical Barriers to Trade comments for submission to USTR. 5) Provide a presentation for a GSP seminar and meetings with Thai producers and manufacturers on how to increase their exports to the United States, including through using GSP, etc. Item 15 is to "Assist the Office of Commercial Affairs (OCA) in revitalizing and expanding the Coalition of GSP Countries to advocate on the Hill for seamless renewal of the GSP program."

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

Starting April 2013 through whenever the GSP program is renewed: contact Embassies to be members of the Alliance of GSP Countries; draft letters from Ambassadors, fact sheets, press release, and meeting talking points; issue press releases; schedule and attend meetings and calls with staff to House Ways and Means Committee and Senate Finance Committee staff; monitor progress toward GSP passage.

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.

Yes, I think so. The activities involved will seek to influence Members of Congress to vote for renewal of the GSP program, which has been required renewal 13 times since its first passage as part of the Trade Act of 1974.

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
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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.

AGREEMENT FOR ADVISORY SERVICES

This Agreement is made by and between the Office of Commercial Affairs of the Royal Thai Embassy, Washington, D.C. represented by its duly authorized officials (hereinafter called "the client"), and Sandler Trade LLC (hereinafter called "the Firm").

WHEREAS, in consideration of the services hereinafter stated, the client is willing to hire the Firm to advise the client with respect to its need for general advice regarding issues relating to the Generalized System of Preferences (GSP) program, and the Firm is willing to render such services to the client:

NOW, THEREFORE, the parties agree as follows:

Article 1. Service of this Agreement

The purpose of this Agreement is to make available to the client advisory services (hereinafter called "the Services") by the Firm as shown in Appendix A (per the attached Terms of Reference).

The Firm agrees to render the Services as detailed in Appendix A (per the attached Terms of Reference).

Article 2. Duration

This Agreement, upon the execution of the same by all parties, will take effect on January 1, 2013, and will expire on December 31, 2013.

Article 3. Fees and Expenses

3.1 The client shall pay the Firm its fees and reimburse its expenses for the services rendered under this Agreement in the total amount of US \$86,400 (with monthly payments at the beginning of each month of US \$7,200).

3.2 Taxes, which may be incurred by the Firm on payments made by the client for services rendered under this Agreement, shall be the responsibility of the client for taxes incurred in Thailand and the responsibility of the Firm for taxes incurred outside Thailand.

Article 4. Method of Payment

4.1 The fees (inclusive of expenses) shall be billed by invoice to the client by the Firm at the end of each month as indicated in Article 3. Each invoice will be accompanied by a monthly progress report.

4.2 Payment shall be made by the client in U.S. dollars by wire transfer or check on the date of signing this Agreement and subsequently within 30 days from the date of the invoices issued under Article 4.1. Payment by wire transfer or check can be made to Sandler Trade LLC, 1050 17th Street NW, Suite 800, Washington, DC 20036, USA.

Article 5. Termination

5.1 Should either party default in the execution of its obligations under this Agreement, the other party shall give the defaulting party notice in writing to remedy such default promptly.

5.2 Failure of the defaulting party in taking corrective measures as required by the other party within 15 (fifteen) days of receipt of such notice shall constitute a sufficient cause for the other party to terminate this Agreement.

5.3 In the event of termination of this Agreement, the client shall compensate the Firm for its fees and expenses incurred for the services performed up to the effective date of termination in connection with the termination of the Agreement.

5.4 In the event of termination of this Agreement due to the fault of the Firm, the Firm agrees to pay the client a penalty in the amount of ten per cent (10%) of the total contract amount as per stated in Article 3 section 3.1 of the Agreement.

5.5 This Agreement may be terminated by convenience of the client, at any time, by sending notice to the Firm not less than 30 (thirty) days in advance. The Firm shall receive remuneration from the client for services performed up to the effective date of termination.

5.6 This Agreement will be terminated if for any professional or ethical reasons or other reasons beyond control that the Firm cannot proceed with the representation. The Firm shall receive remuneration from the client for services performed up to the effective date of termination.

Article 6. The Rights and Duties of the Firm

6.1 The Firm and its staff, in advising and acting for the client, shall at all times perform the Services by using all reasonable skill, care and due diligence and efficiency and shall carry out their professional obligations in accordance with recognized international professional standards.

6.2 The Client agrees that the Firm's representation in this matter will not preclude the Firm from representing other clients, whenever such representation can be undertaken consistent with applicable ethical and professional rules.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

The Firm

DATE: Dec. 31, 2012

BY: Marideth J. Sandler
Marideth J. Sandler
Sandler Trade LLC

**Office of Commercial Affairs
Royal Thai Embassy, Washington, D.C.**

DATE: Dec 31, 2012

BY: [Signature]

Minister (Commercial)



Sandler Trade LLC

APPENDIX A

Terms of Reference: January-December 2013

1. Petitioned competitive need limitation (CNL) waiver products:
 - a) Identify those products that will likely exceed the CNLs and prepare petitions for submission by USTR deadlines.
 - b) Identify U.S. importers of the petitioned CNL waiver products to seek their involvement in the public hearing and submission of pre/post-hearing comments.
 - c) Prepare OCA's draft USTR and USITC pre-hearing and post-hearing comments and hearing testimonies for the petitioned CNL waiver products.
 - d) Review the USITC report on the Thai CNL waiver petitions when a public version is released, submit comments (includes public and business confidential versions) via www.regulations.gov prior to the deadline.
 - e) Arrange meetings with members of the GSP subcommittee to discuss the importance of the petitioned products and to answer any concerns that they may have.
2. Strategize, help to prepare, and review the final version of the comments on behalf of the Royal Thai Government for the Special 301 Review and for the Notorious Market review. Identify supportive stakeholders so that they may also submit comments.
3. Review the draft comments for the Royal Thai Government's National Trade Estimate, Sanitary and Phytosanitary, and Technical Barriers to Trade comments for submission to USTR.
4. Provide a presentation for a GSP seminar and meetings with Thai producers and manufacturers on how to increase their exports to the United States, including through using GSP. All transportation and hotel accommodations for speaker participation to be provided by the firm.
5. Prepare submissions to the U.S. International Trade Commission's interagency Committee for Statistical Annotation of Tariff Schedules by either April 1 or August 1, 2013, to create new tariff numbers and change the nomenclature of the existing tariff

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1-202-776-0650; <http://sandlertrade.com>

numbers for silver jewelry and for certain repurposed (recycled) artisanal products.

6. Submit products to be included in any Miscellaneous Tariff Bill, including handmade Thai products made of recycled materials.
7. Identify existing CNL waivers that will come up for the five-year review for revocation, draft written comments and arrange for meetings with the Hill and with the GSP subcommittee to discuss their importance and need for retention. Also, identify Thai producers and U.S. importers to solicit comments from them in support of retention of the identified CNL waivers.
8. Review previous submissions and prepare comments as part of the review by USTR of the *de minimis* waivers and redesignations.
9. Monitor, throughout the year, the import levels of products that could exceed the CNL levels and brief OCA concerning the likelihood and impact.
10. Talk with USTR and other GSP Subcommittee members on a monthly basis especially prior to and during the Trade Policy Staff Committee and Trade Policy Review Group deliberations for all Thai products of interest.
11. Prepare and provide monthly trade briefings on overall U.S. imports from Thailand, imports entering under GSP, GSP-eligible imports that are not being claimed under GSP by U.S. importers and Thailand's import performance in the context of other GSP beneficiaries.
12. Monitor whether the National Pork Producers Council or other stakeholders submit a country practice petition against Thailand. If the petition is accepted for review, work with OCA on submissions and testimony pre-, during, and post-public hearing.
13. Assist with OCA export/FDI in-state seminars, as requested.
14. Meet with OCA to formulate Thailand's proactive and defensive positions regarding GSP renewal. Assist OCA in representing Thailand's interests in stakeholder, nongovernmental organizations, Hill, USTR, and other discussions.
15. Assist the Office of Commercial Affairs (OCA) in revitalizing and expanding the Coalition of GSP Countries to advocate on the Hill for seamless renewal of the GSP program. Provide a draft strategy, talking points, and handouts for their meetings with senior Hill staff, and coordinate with media and the GSP Coalition to publicize

the importance of GSP renewal to the beneficiary countries.

16. Answer questions and provide information on the U.S. trade policy processes to OCA team members as requested.
17. Monitor trade-related and other news that would be pertinent to OCA and provide it, on a timely basis, to OCA staff.
18. Prior to meetings between Embassy representatives and key decision-makers, provide persuasive stories and talking points tailored to their specific constituencies.
19. For key meetings, provide a list to OCA of participants to be invited and their contact information for OCA's use in arranging each meeting.
20. Work cooperatively with other OCA contractors to seek to ensure their use of accurate content and arguments in communications materials on behalf of the Royal Thai Government.
21. Meet monthly with OCA staff.
22. Provide advisory services on other issues.
23. Submit to OCA written, bulleted monthly summaries of progress and invoices.