

U.S. Department of Justice

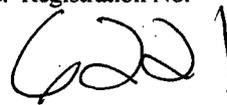
Washington, DC 20530

**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 Cadwalader, Wickersham & Taft LLP 700 Sixth St. NW Washington, DC 20001	2. Registration No. 
3. Name of Foreign Principal Government of the British Virgin Islands	4. Principal Address of Foreign Principal 3rd Floor, West Atrium, Central Administration Bldg 33 Admin Drive Road Town, Tortola, British Virgin Islands, VG1110
5. Indicate whether your foreign principal is one of the following: <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Foreign government</li> <li><input type="checkbox"/> Foreign political party</li> <li><input type="checkbox"/> Foreign or domestic organization: If either, check one of the following:             <ul style="list-style-type: none"> <li><input type="checkbox"/> Partnership</li> <li><input type="checkbox"/> Corporation</li> <li><input type="checkbox"/> Association</li> <li><input type="checkbox"/> Committee</li> <li><input type="checkbox"/> Voluntary group</li> <li><input type="checkbox"/> Other (specify) _____</li> </ul> </li> <li><input type="checkbox"/> Individual-State nationality _____</li> </ul>	
6. If the foreign principal is a foreign government, state: <ul style="list-style-type: none"> <li>a) Branch or agency represented by the registrant              Ministry of Finance, British Virgin Islands</li> <li>b) Name and title of official with whom registrant deals              Neil Smith, Financial Secretary</li> </ul>	
7. If the foreign principal is a foreign political party, state: <ul style="list-style-type: none"> <li>a) Principal address</li> <li>b) Name and title of official with whom registrant deals</li> <li>c) Principal aim</li> </ul>	

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

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
May 15, 2014	Adam Lurie, Partner	/s/ Adam Lurie <span style="float: right;">eSigned</span>

U.S. Department of Justice

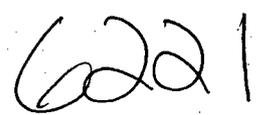
Washington, DC 20530

**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  Cadwalader, Wickersham & Taft LLP	2. Registration No.  
3. Name of Foreign Principal  Government of the British Virgin Islands	

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.  
 The Foreign Principal has contracted for legal services and advice from the Registrant.

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

We will engage in meetings with the United States government, including the State Department Bureau of International Narcotics and Law Enforcement Affairs, regarding the 2014 International Narcotics Control Strategy Report and related matters.

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 No. 8 above.

**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
May 15, 2014	Adam Lurie, Partner	/s/ Adam Lurie <span style="float: right;">eSigned</span>

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.

VIRGIN ISLANDS  
AGREEMENT NO. of 2014

AGREEMENT

THIS AGREEMENT is made the 12<sup>th</sup> day of May, 2014 BETWEEN the GOVERNMENT OF THE VIRGIN ISLANDS, situated at the Central Administration Complex, Road Town, Tortola, British Virgin Islands (hereinafter called "the Government") of the One Part AND Cadwalader, Wickersham & Taft LLP, a company incorporated in the state of New York whose registered office is situated at 700 Sixth Street, N.W., Washington, DC 20001 (hereinafter called "the Consultant"), of the Other Part.

**WHEREAS:**

1. The Government is desirous of engaging the services of the Consultant to perform the services described in Clause 1.1.
2. The Consultant has represented that it has the requisite experience, licenses, qualifications, staff and expertise to conduct the services described in Clause 1.1 in a professional and competent manner.

**NOW IT IS HEREBY AGREED** by the Government and the Consultant as follows:

**1. ENGAGEMENT**

- 1.1 The Government engages the services of the Consultant to provide advice regarding the BVI's interactions with the United States government regarding BVI law enforcement issues.
- 1.2 The aforesaid services which the Government is desirous of procuring and which is described immediately above are hereinafter collectively called "the Project".
- 1.3 The Project will be completed on by Adam Lurie, Judi Avergun and other appropriate Consultant professionals. The Government shall be notified of any such professionals.

## 2. DURATION

- 2.1 The commencement date of the Project shall be the day of the signing of this agreement and shall end upon written notice from the Government to the Consultant in accordance with clauses 8 and 13 herein.

## 3. THE GOVERNMENT'S OBLIGATIONS

- 3.1 The Government shall make efforts to ensure that full co-operation is given by its employees and/or agents to enable the Consultant to perform her duties under the Agreement, including but not limited to any relevant background information that can inform or assist the Project upon the written request of the Consultant.
- 3.1 Any failure by the Government which results in a time delay in the carrying out of the Project will be deemed a variation to this agreement and the Consultant reserves the right to bill the Government accordingly; and
- 3.2 The Government shall pay the Consultant the compensation payable at the times as stated in this agreement.

## 4. THE CONSULTANT'S OBLIGATIONS

- 4.1 To advise on any interactions between the BVI and the United States government regarding BVI law enforcement issues.
- 4.2 At the BVI's direction, to engage in discussions with the United States government regarding BVI law enforcement issues.
- 4.3 To keep the Government informed about its who is working on the Project;
- 4.4 To update the Government on the progress of the Project;
- 4.5 To advise the Government of any potential problems or delays;

- 4.6 To keep the Government notified of costs of the Project and
- 4.6 To complete and deliver to the Government the deliverables of the Project on the agreed date.

## 5. DELIVERABLES

- 5.1 The Consultant shall present deliverables on the written request of the Government during the time of the Project.
- 5.2 Deadline for deliverables is to be agreed after the written request is received.

## 6. REMUNERATION

- 6.1 In consideration of the Project to be rendered the Government shall pay to the Consultant, a sum based on the work performed which is not to exceed the following rates:
  - i. Adam Lurie - Seven Hundred Twenty Dollars (\$720) per hour
  - ii. Jodi Avargun - Seven Hundred Sixty Dollars (\$760) per hour

- 6.1 In addition to the above, other attorneys or staff may provide services. Their hourly rates will be discounted by fifteen percent (15%) in that event. These additional services are subject to notification and agreement of the Government before the services are provided.

- 6.2 The Government shall be responsible for responsible for disbursements and charges incurred in the matter that are beyond the Consultant's office-related expenses. Such disbursements and charges may include, but are not limited to photocopying, facsimiles, long distance telephone calls, hand-deliveries, overnight courier services, overtime meals and staff services, overtime car travel services, airline and train travel (economy class unless otherwise approved), and computer research.

## 7. INVOICES

- 7.1 Statements of fees, disbursements and charges will be sent to the Government on a monthly basis, with payment to be made within thirty (30) days of receipt of the invoice.
- 7.2 The Consultant reserves the right to impose a late charge at the rate of Nine Percent (9%) per annum on past due accounts.

## 8. CONFIDENTIAL INFORMATION AND NON-DISCLOSURE

- 8.1 Except as may be required by law, including the provisions of the United States Foreign Agents Registration Act ("FARA"), the Consultant agrees to treat as confidential all information received from the Government. The Consultant agrees to disclose this information only to persons after receiving written authorization to do so by the Financial Secretary.
- 8.2 Except as may be required by law, including the provisions of FARA, any confidential, technical or commercial information, whether verbal or in writing and in no matter what form pertaining to the Project given to the Consultant by the Government or its authorized officers, agents, employees or representatives or required by the Consultant on behalf of the Government during the course of this Agreement shall not be disclosed to any person or third party without the Government's prior written consent.
- 8.3 All rights to any creative work and material specifically produced by the Consultant in the performance of the Project shall be the property of the Government and the Consultant hereby assigns and transfers all its rights, title and interest including any copyright to such intellectual property of the Government but without prejudice to the right of the Consultant to reuse generic parts of such work in the delivery of non-competitive services.
- 8.4 Documents received from the Consultant shall not be relied upon for any other purpose than to assist the Government. Documents either in draft or final form or portions thereof including our verbal comments shall not be distributed to any party who is not a part of the Government nor shall it be referred to or quoted in whole or in part in any other agreement or

Government without the Consultant's prior written consent.

## 9. DELIVERY OF DOCUMENTS

9.1 The Consultant shall upon the termination or earlier determination of this Agreement immediately deliver up to the Government all correspondences, documents, specifications, papers and other property belonging to the Government which may in its possession or under its control.

9.2 The Consultant reserves the right to destroy the files concerning this matter after ten (10) years from the conclusion of the Project. If the Government wishes for the Consultant to retain its files for a longer time or if it wishes to take possession of the files, or have them transferred to a third party, the Government must notify the Consultant in writing. If the Government wishes to take possession of the files or have them transferred to a third party, the Consultant reserves the right to charge the Government the reasonable costs of the preparation and delivery of the files.

## 10. ASSIGNMENT AND SUB-CONTRACTING

10.1 The Consultant shall have no right to assign, transfer, charge or in any manner make over or purport to assign, transfer, charge or make over this Agreement or any rights hereunder or any part hereof.

## 11. INDEPENDENT CONTRACTOR

11.1 The parties hereby agree that the Consultant is an independent contractor and shall not be regarded for any purpose as the agent or employee of the Government.

## 12. RECOVERY OF SUMS DUE

- 12.1 Wherever under this Agreement any sum of money shall be recoverable from or payable by the Consultant to the Government or be recoverable from or payable by the Consultant such sum shall be deducted from any monies which at any time may become due or payable to the Consultant by the Government under this Agreement.

## 13. TERMINATION

- 13.1 The Agreement may be determined by either party giving to the other seven (7) working days written notice of termination, or seven (7) days remuneration in lieu of notice whereupon all rights and advantages reserved to the Consultant by this Agreement shall cease forthwith.

- 13.2 The Government shall have the right to terminate this Agreement forthwith in the following circumstances:

- i) If the Consultant at any time after the signing hereof, neglects, fails, refuses or becomes unable to perform any of his duties or to comply with any legitimate order, or discloses any information in respect of the affairs of the Government or any implementing/executing agency to any unauthorised person, or is guilty of grave misconduct.
- ii) If the Consultant is guilty of any criminal offence other than an offence which in the opinion of the Government does not affect his position as Consultant.

## 14. APPORTIONMENT ON TERMINATION

- 14.1 In the event of the termination of this Agreement, the Government may engage another Consultant and the other Consultant may be paid by the Government to fulfill the outstanding obligations in this Agreement and the most of the fulfillment of the outstanding obligations in this Agreement shall be deducted from any money due to the Consultant had the Consultant's obligation been fulfilled and the Consultant shall be entitled to payment only in relation to the portion of the Project it provided.

#### 15. FORCE MAJEURE

15.1 In the event of any strike, lock-out, enemy action, riot, civil commotion, fire, earthquake, hurricane or other circumstance (whether or not of a similar nature to the foregoing) over which the parties have no control and which causes a cessation of a substantial interference with the performance of the Services by the Consultant, the duty of the Consultant to perform the services shall forthwith be suspended until such circumstances shall have ceased and the Government shall not be liable to make any payment in respect of the period of suspension.

#### 16. WAIVER

16.1 The Government shall not unreasonably withhold waivers of conflicts of interests in matters where the Consultant represents another party distinct from the Project.

16.2 The Consultant shall not be precluded from accepting a separate engagement, whether in a business transaction, litigation in a bankruptcy or insolvency matter, or otherwise, from any existing or new client, and that the Government shall not disqualify the Consultant, provided that:

(a) such separate engagement does not involve the same factual and legal matters for which the Government have retained the Consultant or may hereafter retain the Consultant;

(b) in representing such other persons or entities, the Consultant will not disclose any of the proprietary, sensitive or otherwise confidential information that was obtained in representing the Government; and

(c) such engagement is not otherwise prohibited by law.

#### 17. DISPUTE RESOLUTION

17.1 In the event of a dispute between the parties concerning any matter arising from or connected with this Agreement, the parties shall use reasonable efforts to settle the dispute through negotiations conducted in good faith between the parties.

- 17.2 If the dispute is not resolved through negotiations, the parties shall attempt to resolve the dispute by mediation with a mediator to be appointed by the BVI Bar Association.
- 17.3 If the dispute is not resolved through mediation within twenty eight (28) days of initiation of the procedure or such extended period as the parties may agree, the dispute shall be referred to arbitration in accordance with the arbitration Laws of the Virgin Islands.

#### 18. NOTICES

- 18.1 All notices are to be in writing and shall be delivered at or sent to:

*If to the Consultant:*

Adam Luttie  
Partner  
Cadwalader, Wickersham & Taft LLP  
700 Sixth Street,  
N.W., Washington, DC  
20001  
e-mail: adam.luttie@cw.com  
Telephone: 202-862-2464

*If to the Government:*

Mr. Neil Smith  
Financial Secretary  
Ministry of Finance  
Central Administration Complex,  
35 Administration Drive,  
Road Town, Tortola, VG 1111  
British Virgin Islands  
Email: nsuira@gov.vg  
Telephone: 1 284 494 5701 (Toll 2144)  
Facsimile: 1 284 494 6180

#### 19. AMENDMENTS

- 19.1 No amendment or modification of this agreement shall be valid or binding on any party unless it is made in writing and signed by the parties hereto, and specifies the date on which such amendment shall come into operation.

20. ENTIRE AGREEMENT

20.1 This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement or understanding. Any changes or deviations to the above shall be recognized only if they are in writing and signed by both parties.

21. GOVERNING LAW

21.1 The construction, performance and validity of this Agreement shall be governed by the Laws of the Virgin Islands.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed as of the day and year first written above. Any changes or deviations to the above shall be recognized only if they are in writing and signed by both parties.

Signed by Dr. the Hon. Orlando Smith,  
for and on behalf of the Government of  
the Virgin Islands

in the presence of:

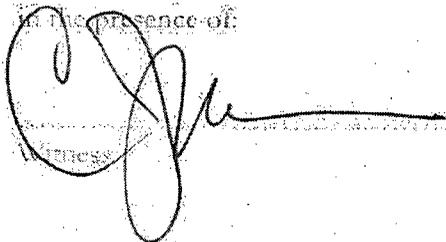


Witness

  
.....  
Dr. the Hon. Dr. Orlando Smith  
Premier and Minister of Finance

Signed by Adam Lurie  
for and on behalf of the  
Cadwalader, Wickersham & Taft LLP

in the presence of:



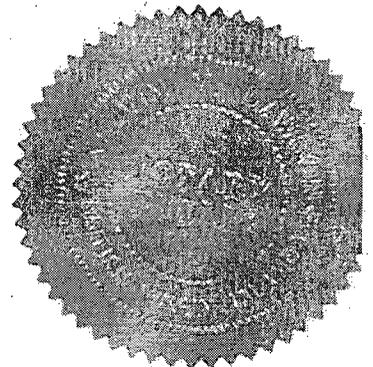
Witness

  
.....  
Adam Lurie  
for and on behalf of  
Cadwalader, Wickersham & Taft LLP

I HEREBY CERTIFY that the above-named DR. THE HONORABLE D. ORLANDO SMITH, OBE appeared before me on the 5<sup>th</sup> day of May, 2014 and being known to me acknowledged the above signature to be his and that he had freely and voluntarily executed this instrument and understood its contents.

Notary Public

Kelvin M. Dawson  
Notary Public



I HEREBY CERTIFY that the above-named ADAM LURIE appeared before me on the 12<sup>th</sup> day of May, 2014 and being known to me acknowledge the above signature to be his and that he had freely and voluntarily executed this instrument and understood its contents.

*[Handwritten Signature]*  
Notary Public



AGREEMENT NO. of 2014

DATED the 12<sup>th</sup> day of May 2014

BETWEEN:

THE GOVERNMENT OF THE VIRGIN ISLANDS

AND

GADWALADER, WICKERSHAM & TAFT LLP



AGREEMENT

LODGED for record at the Registrar's Office Road Town, Tortola, British Virgin Islands at (am/pm) on this day of 2014.

REGISTRAR VIRGIN ISLANDS