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OMB No. 1124-0006; Expires July 31, 2023

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 https://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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://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: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 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, FARA Unit, Counterintelligence and Export Control 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
BGR Government Affairs, LLC

2. Registration Number
5430

3. Primary Address of Registrant
601 Thirteenth Street, NW, Eleventh Floor South, Washington, DC 20005

4. Name of Foreign Principal
Government of Panama

5. Address of Foreign Principal
Ministério De Comercio e Industrias Plaza Edison, Vía Ricardo J. Alfaro
Panama, República de Panamá
PANAMA

6. Country/Region Represented
PANAMA

7. Indicate whether the foreign principal is one of the following:

- [x] Government of a foreign country [1]
- [ ] Foreign political party
- [ ] Foreign or domestic organization: If either, check one of the following:
  - [ ] Partnership
  - [ ] Corporation
  - [ ] Association
  - [ ] Committee
  - [ ] Voluntary group
  - [ ] Other *(specify)* _____
- [ ] Individual-State nationality _____

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

a) Branch or agency represented by the registrant
Ministério De Comercio e Industrias

b) Name and title of official with whom registrant engages
Federico Alfaro Boyd, Ministro de Comercio e Industrias

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

10. 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 ☐

11. Explain fully all items answered "Yes" in Item 10(b).

12. 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.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
11/14/2022	Chelsea Mincheff	/s/Chelsea Mincheff

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EXECUTION

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Date	Printed Name	Signature
11/14/2022	Chelsea Mitchell	Chelsea Mitchell

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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 https://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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://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: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 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, FARA Unit, Counterintelligence and Export Control 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 Number
BGR Government Affairs, LLC	5430

3. Name of Foreign Principal
Government of Panama

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. What is the date of the contract or agreement with the foreign principal? 11/07/2022

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Government relations and public relations services

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

The Registrant will work with the Foreign Principal and will provide government relations and public relations services by engaging and facilitating communications with the U.S media, relevant officials and decision makers, non-government organizations and other individuals within the U.S.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The nature and method of performance of the contract will include strategic counsel and outreach with regard to government relations and public relations activity within the U.S. This may include relevant outreach to U.S. media, government officials, non-government organizations and other individuals within the U.S. Additionally, it may include dissemination of informational materials.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

1 "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.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

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Date	Printed Name	Signature
11/14/2022	Chelsea Mincheff	/s/Chelsea Mincheff

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Date	Printed Name	Signature
11/14/2022	Chelsea Mitchell	Chelsea Mitchell

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November 14, 2022

Allen & Overy LLP
1101 New York Avenue, NW
Washington, DC 20005

We are delighted that Allen & Overy on behalf of the Government of Panama has agreed to retain BGR Group. Please accept this letter of agreement ("Agreement") to work on their behalf.

Parties: This Agreement is effective upon execution and is made by and between BGR Group ("BGR") and Allen & Overy on behalf of the Government of Panama ("the "Company").

Scope of Work: BGR will provide public relations and government affairs work to the Government of Panama.

BGR Team: All resources of our firm will be available to you as we undertake this work on your behalf. However, we typically designate a team of professionals who will concentrate on your initiative. This team will be led by Maya Seiden and be supported by Lester Munson and Frank Ahrens.

Fees & Term: In consideration for BGR's services, the Government of Panama agrees to pay BGR a monthly professional fee of USD$60,000.00 for twelve (12) months of service beginning November 7, 2022. The Parties agree, depending on the extent of the engagement, additional fees to BGR may be necessary.

BGR will also be paid for ordinary and reasonable out-of-pocket expenses, including items such as transportation, incidental expenses and meals; however, these will be authorized by the Government of Panama in advance.

Invoicing: Fees and expenses are invoiced separately.

1. Professional Fees: An invoice for BGR's first professional fee for services provided from November 7, 2022 through December 31, 2022 is attached and due upon the execution of the Agreement. Hereafter BGR will invoice the Company on the first day of each month, beginning January 1, 2022.

2. Expenses: BGR will submit a detailed invoice to the Company on the last day of each month for expenses incurred during the month, starting November 30, 2022.

BGR will send invoices to the Company for their inclusion to the Government of Panama. The Company agrees to pay BGR once payment has been received from the Government of Panama. Neither the Company nor the Government of Panama shall be liable to pay any withholding tax or

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other taxes nor shall BGR be entitled to increase the amount of its invoice to account for the payment of any such taxes.

Legal Compliance: BGR will comply with all federal and state laws, regulations and orders applicable to its operations and the services provided hereunder, including, without limitation the Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§78dd-1, et. seq., a U.S. law that prohibits payments to foreign officials for the purpose of obtaining or keeping business, the Foreign Agent Registration Act, the Honest Leadership and Open Government Act, the Lobbying Disclosure Act as amended, and/or other applicable U.S. state lobbying laws. BGR represents and warrants that it will comply with all applicable registration and disclosure requirements.

Indemnification: The Company agrees that neither BGR nor any of its employees, directors, agents, representatives, shareholders, officers or controlling persons shall have any liability to the Company, its employees, directors, shareholders, officers, representatives, or controlling persons, for any damages arising out of or related to BGR's performance of services under this Agreement, except to the extent that such damages result from BGR's breach of its obligations hereunder or from its gross negligence or willful misconduct.

Renewal & Extension: This Agreement may be renewed and extended by written notice by either Party to the other and upon agreement of both**,** beyond the set termination date for a month-to-month basis commencing on the first day following the previous contractual termination date. Terms and Scope of Work will remain materially and substantively the same as before, unless otherwise agreed to by the Parties in writing.

Termination: Notwithstanding other terms of this Agreement, either party may cancel or terminate this Agreement at its discretion with or without cause upon giving the other party no less than 30 days written notice.

Confidentiality: BGR recognizes that in the course of our representation, we could become aware of information, practices or policies, which you wish kept confidential. BGR agrees to maintain that confidentiality and will not disclose the Government of Panama's confidential information to any outside party, or use such information for any purpose other than the performance of this Agreement, during the period of the Agreement and afterwards, to the extent disclosure is compelled by law, in which case BGR will promptly notify you in writing of the legal request for disclosure and afford you an opportunity to object and/or seek a protective order. This paragraph will survive the termination or expiration of this Agreement.

Dispute Resolution:
The terms of this letter and the duties and obligations set out herein shall be governed by and construed in accordance with New York Law. Any dispute or difference of any kind between the Parties in connection with or arising out of this letter or the breach, termination or validity hereof shall be finally settled under the rules of the International Chamber of Commerce in accordance with the said rules. The seat of the arbitration shall be New York and the language of the arbitration shall be English.

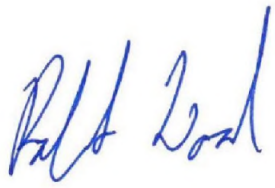
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Entire Understanding: This Agreement contains the entire understanding between the parties. Amendment, modification or waiver of this Agreement may be accomplished with a written instrument signed by both parties.

Please sign this Agreement and return to us at your earliest convenience. No hard copies will follow. We look forward to working on your behalf.

BGR Group



By: _____
Robert Wood
Chief Executive Officer

11/14/2022
Date: _____

Allen & Overy, LLP



By: _____
Gaela K. Gehring Flores
Partner
Allen & Overy LLP

14 November 2022
Date: _____

BGR GOVERNMENT AFFAIRS
BGR PUBLIC RELATIONS
BGR BUSINESS ADVISORS

The Homer Building • Eleventh Floor South • 601 Thirteenth Street, NW • Washington, DC 20005
Phone: (202) 333-4936 • Fax: (202) 833-9392
www.bgrdc.com

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