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OMB No. 1124-0006; Expires May 31, 2020

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .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, 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 and Address of Registrant	2. Registration No.
Greenberg Traurig, LLP	5712

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
Republic of Liberia	P.O. Box 9001 Capitol Hill, Monrovia Republic of Liberia

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

- ☒ 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 _____

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

a) Branch or agency represented by the registrant

Minister of Finance and Development Planning

b) Name and title of official with whom registrant deals

Samuel Tweah, Minister of Finance and Development Planning

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

a) Principal address
N/A

b) Name and title of official with whom registrant deals N/A

c) Principal aim N/A

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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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.

N/A

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.)*

N/A

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.

N/A

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
March 26, 2019	John Mascialino, Shareholder	/s/ John Mascialino eSigned

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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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .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, 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 No.
Greenberg Traurig, LLP	5712

3. Name of Foreign Principal

Republic of Liberia

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.

Advice and counsel related to foreign relations issues, as well as educating the government and opinion leaders regarding the same.

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

Advice and counsel related to foreign relations issues, as well as educating the government and opinion leaders regarding the same.

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.

Advice and counsel related to foreign relations issues, as well as educating the government and opinion leaders regarding the same.

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
March 26, 2019	John Mascialino, Shareholder	/s/ John Mascialino eSigned

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.

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GT GreenbergTraurig

James C. Menges
561-650-7057
mengesj@gtlaw.com

September 25, 2018

Mr. Samuel Tweah
Minister of Finance and Development Planning
Executive Mansion
PO Box 9001
Capitol Hill, Monrovia
Republic of Liberia

Dear Minister Tweah:

I greatly appreciate your decision to retain Greenberg Traurig, LLP to assist the Republic of Liberia, in connection with United States business development and government affairs advice. Specifically with respect to representation before Congressional leaders in the House and Senate as well as representatives in the Department of Commerce, Transportation, Treasury, Agriculture and Energy. We look forward with enthusiasm to working with you and your organization.

As part of our routine in opening new federal matters, we provide an engagement letter to our clients setting forth our understanding of the services we will be expected to perform, and the basis for our compensation.

Terms, Fees and Disbursements: In compensation for performing these functions, the Firm will be paid $25,000 per month, plus expenses, commencing on October 1, 2018, for a period of 12 months. It is the intention of both parties to continue this agreement under the terms and conditions outlined in this document, however, either party may cancel this agreement upon 30 days notice. In addition, you will be billed for our reasonable out-of-pocket disbursements and charges incurred on your behalf in connection with our work, such as travel, messenger, etc. Flat fees will be billed monthly in advance and are payable within 30 days upon presentation.

In the event that your account should become more than sixty (60) days past due, we reserve the right, in our sole discretion consistent with the rules of professional conduct, to cease doing any work on any matter we are working on this project until past due amounts have been paid.

The firm has conducted a review in order to assure that no conflict of interest exists between our representation of the Republic of Liberia and any representations of any of our clients. We do not currently, and would not in the future, represent another client in connection with any of the specific matters in which we were representing you, if that other client's interest in those matters was adverse to yours.

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Reporting You acknowledge that Greenberg will be required to register under the Foreign Agents Registration Act (FARA) and submit semi-annual and other filing and documents, including this engagement letter, with the United States Government. The filings are publicly available. If you have any questions regarding the circumstances relating to compliance with FARA registration and reporting requirements, please do not hesitate to call.

Prospective Waiver of Conflicts Because we are a large, full-service law firm with offices located throughout the United States, attorneys in one office or practice area may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be foreclosed in an appropriate situation from retaining a law firm that competes with Greenberg Traurig, our firm wishes to be able to consider the representation of multiple competitors in your industry or other clients who may have interests that are potentially adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethical principles governing the legal profession permit law firms to accept such multiple representations assuming certain criteria are met, as discussed below. The word "you" or "your" or any variant thereof refers to the Republic of Liberia.

Accordingly, this letter will confirm our mutual agreement that the firm may represent other present or future clients on matters other than those for which we had been or then are engaged on your behalf (referred to herein as "Subject Matter"), whether or not on a basis adverse to you or any of your affiliates, including in litigation, legal or other proceedings or matters, so long as the matter is not substantially related to our work for you on the Subject Matter (referred to herein as "Permitted Adverse Representation").

In furtherance of this mutual agreement, you agree that you will not for yourself or any other party assert our firm's engagement as a basis for disqualifying us from representing any party in a Permitted Adverse Representation or assert any Permitted Adverse Representation as a basis for any claim of breach of duty. For purposes of clarification, Permitted Adverse Representation shall not include matters or disputes arising against you with respect to the Subject Matter. Moreover, without your further prior written consent, we cannot and will not represent another client adverse to you if we have obtained confidential information of a nonpublic nature from you as a result of our representation that, if known to the other client, could be used in the other matter by the other client to your material disadvantage. The waivers and agreements in this letter will continue in effect upon the termination of this engagement.

Arbitration of Any Dispute In the event of any dispute arising under or related to this Agreement, the Republic of Liberia and Greenberg Traurig agree to submit the matter to a single arbitrator in Washington, DC selected by the two parties, and if no agreement can be reached then an arbitrator selected by the American Arbitration Association ("AAA"). The arbitration is to be conducted in accordance with rules of the Commercial Arbitration Rules of the AAA, using the law of the District of Columbia (other than its conflict laws), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that arbitration under this paragraph shall provide the exclusive means for resolving any dispute arising under or relating to this agreement, including the services performed thereunder.

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We sincerely appreciate the opportunity to represent the Republic of Liberia and we look forward to a successful relationship.

Very truly yours,

James C. Menges

Accepted and Agreed to on this 30th day of September ___, 2018

Acknowledged and Accepted:

By: _____
Samuel Tweah
Minister of Finance and Development Planning

Date: September 30, 2018

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