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OMB No. 1124-0006; Expires June 30, 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
AF INTERNATIONAL, LLC

2. Registration Number
6639

3. Primary Address of Registrant
8209 Tomlinson Avenue, Bethesda, MD 20817

4. Name of Foreign Principal
Iran Transition Council

5. Address of Foreign Principal
1300 I Street. NW
Washington, DC 20005

6. Country/Region Represented
Iran

7. Indicate whether the 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 _____

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

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

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.

The Iran Transition Council has been formed by the main pro-democracy Iranian political groups and interested individuals to enlist the cooperation of all leading opposition groups and known political activists from all political spectrums.

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.

This organization is an unincorporated collective. The Founding Members are as follows: Hassan Shariatmadari, Mehran Barati,Shahriar Ahy,Abdullah Mohtadi,Yazdan Shohadaei,Mohsen Sazegara Kamal Azari,Golaleh Sharkandi and Nahid Bahmani

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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 Exhibit A to Registration Statement, 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
June 20, 2020	J. Michael Slocum, Atty.	/s/ J. Michael Slocum, Atty. eSigned

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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
AF INTERNATIONAL LLC	6639

3. Name of Foreign Principal

IRAN TRANSITION COUNCIL

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? JUNE 10, 2020

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

AF INTERNATIONAL LLC will provide the Client government affairs and media relations services in accordance with the parties'agreed work plan

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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.

Provision of government affairs and media relations services, by advising client on communications strategies, preparing draft communications with government and media, and by arranging for meetings and activities with government and media

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.

AF INTERNATIONAL will advise client on communications strategies, prepare draft communications with government and media, and by arrange for meetings and activities with government and media toward Iran and the current and future governments of Iran.

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
June 10,2020	Iran Transition Council	Retainer	$3000
			$3000
			Total

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

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 Exhibit B to Registration Statement, 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
June 20, 2020	J. MICHAEL SLOCUM, ATTY	/s/ J. MICHAEL SLOCUM, ATTY eSigned

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AF International, LLC

June 1st, 2020

Mohsen Sazegara, Board Member
Iran Transition Council
1300 I Street, NW
Washington, DC 20005

Re: ***Engagement Letter***

Dear Sir,

Thank you for consulting with AF International, LLC (hereinafter "AF"). This letter represents an agreement for government affairs and media relations services between AF with offices at 8209 Tomlinson Avenue, Bethesda MD 20817 and the Iran Transition Council (hereinafter "the Client") (hereinafter "the Parties"). The scope of work and terms and conditions are expressed below in this document (hereinafter "the Agreement").

Scope of Work: AF will provide the Client government affairs and media relations services and the parties will agree on a work plan for the duration of this agreement primarily on the basis of the Client's proposal.

Fees: During the agreed-to engagement of six months, the Client shall pay AF Twelve Thousand Dollars ($12,000). It is agreed that the first payment of Three Thousand Dollars ($3,000) shall be paid upon the execution of this Agreement; One Thousand Five Hundred Dollars ($1,500) shall be paid on July 1st and August 1st, and Two Thousand Dollars ($2,000) shall be paid on September 1st, October 1st and November 1st. In mutual agreement, the parties may extend the engagement for an additional one year and agree then to the scope of work and fees.

Expenses: In addition to the fees specified above, AF will bill for all reasonable expenses on a pre-approved basis.

Termination: This Agreement may be terminated by either Party without cause upon thirty days written notice to the addresses listed above. Such written notice may be (a) your notification to us of your termination of our representation, (b) our confirmation to you of the completion of our representation, or (c) our notification to you of our termination. We normally do not terminate a representation unless the client misrepresents or fails to disclose material facts, fails to pay fees or expenses, or makes it unethical or unreasonably difficult for us to continue to represent the client or unless other just cause exists. If this Agreement or our services are terminated for any reason, such termination shall be effective only to terminate our services prospectively and all the other terms of this Agreement shall survive any such termination. All outstanding expenses which would be due by the date of termination will be paid by Client upon termination.

Confidentiality: Unless authorized in writing by the Client, AF shall not disclose to a third party, through any medium or in any form, any information or parts thereof provided by the Client in connection with the services performed under this Agreement. AF shall take all reasonable steps to ensure that its directors, officers or employees with access to such material are aware of this confidentiality obligation. AF shall not use any material provided by the Client for any purpose other than to perform the services to be provided under this Agreement. This obligation of confidentiality continues in perpetuity.

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File Retention: All records and files will be retained and disposed of in compliance with our policy in effect from time to time. Subject to future changes, it is our current policy generally not to retain records relating to a matter for more than five (5) years. Upon your prior written request, we will return client records to you prior to their destruction. We recommend that you maintain your own files for reference or submit a written request for your client files promptly upon conclusion of a matter.

Modification; Waiver: No amendment of this Agreement will be effective unless it is in writing and signed by the parties. Any waiver by the Client of a condition or obligation of AF under this Agreement will not constitute a waiver of any other condition or obligation of AF.

Severability: If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement will not be affected by that unenforceability and that provision will remain enforceable to the fullest extent permitted by law.

Force Majeure: If, by reason of any occurrence beyond the control of the Parties, either party is prevented from performing, in whole or in part, any obligation hereunder, that party shall be excused from performance of that obligation for the duration of the time when such Force Majeure continues. Should such circumstances continue to exist for more than six months, either Party shall have the right to serve a notice of termination and the reason thereof.

Merger: This Agreement constitutes the entire agreement of the parties and supersedes all other oral or written agreements relating to the subject matter of this Agreement.

Governing Law/Jurisdiction: The laws of the Commonwealth of Virginia govern all matters arising under this Agreement. By signing this Agreement, the Client consents to the exclusive jurisdiction of the federal and local courts of the Commonwealth of Virginia. Any proceeding arising out of this Agreement must be brought exclusively in the federal or local courts of the Commonwealth of Virginia.

If the foregoing terms are agreeable, please sign a copy of this letter noting your assent. Thank you for consulting with AF International, LLC.

Sincerely,

Ayal Frank
President

8209 Tomlinson Avenue
Bethesda, MD 20817
Email: ayalfrank9@gmail.com
Tel. 202-246-8163

I consent to the terms of this agreement.

Mohsen Sazegara

June/01/2020
Date

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