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OMB No. 1124-0006; Expires October 31, 2026

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
VantageKnight LLC

2. Registration Number
7521

3. Primary Address of Registrant
705 Fernandez Juncos Avenue, San Juan, PR 00907

4. Name of Foreign Principal
Government of the Republic of Panama through BGR Government Affairs, LLC

5. Address of Foreign Principal
3a Este, Panama
Provincia de Panama, Panama
PANAMA

6. Country/Region Represented
PANAMA

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
Ministry of Foreign Affairs

b) Name and title of official(s) with whom registrant engages
Javier Martínez-Acha Vásquez

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(s) 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
01/17/2025	Manuel Ortiz	Sign	/s/Manuel Ortiz
		Sign	
		Sign	
		Sign	

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Date	Printed Name	Signature
1/17/2025	Manuel Ortiz	

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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
VantageKnight LLC	7521

3. Name of Foreign Principal

Government of the Republic of Panama through BGR Government Affairs, LLC

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? 01/16/2025

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

Government 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 services by engaging and facilitating communications with U.S. 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 activity within the U.S. This may include relevant outreach to government officials, non-government organizations and other individuals within the U.S.

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

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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, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

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

Date	Recipient	Purpose	Amount/Thing of Value

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
01/17/2025	Manuel Ortiz	Sign	/s/Manuel Ortiz
		Sign	
		Sign	
		Sign	

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Date	Printed Name	Signature
1/17/2025	Manuel Ortiz	

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BGR | GROUP

WASHINGTON • AUSTIN • ATLANTA • LONDON

January 16, 2025

Manuel Ortiz
Founder and President
Vantage Knight, LLC
1900 M St NW
Washington, DC 20036

Dear Manuel,

Please accept this independent contractor's agreement ("Agreement"), which sets forth the terms and conditions for your independent consulting services with BGR Group.

Parties: This Agreement is effective upon execution and made by and between Vantage Knight, LLC ("Independent Contractor") and BGR Group ("BGR") (each a "Party;" together the "Parties").

Services: Under this Agreement, Independent Contractor will provide government relations services regarding US-Republic of Panama Relations to the Republic of Panama ("Third Party").

The Parties agree to the following terms and conditions:

1. **Compensation:** In consideration for Independent Contractor's services BGR will pay Independent Contractor a monthly professional fee of US$100,000.00 for services provided from January 15, 2025 through January 14, 2026. Payments will be made quarterly.

   Independent Contractor acknowledges and agrees that any payments are contingent upon BGR's receipt of payment from the Third Party. Independent Contractor further agrees that it shall have no claim, right or interest to any fees if BGR does not collect or receive its fees from the Third Party.

2. **No Expenses:** The Independent Contractor understands and agrees that it is responsible for its expenses incurred related to its services. At no time will BGR be responsible for the Independent Contractor's expenses, unless the Parties otherwise agree to in writing.

3. **Term:** As long as the BGR and Third Party Agreement is fully executed, this Agreement shall become effective on the date of execution and shall last until January 14, 2026; however, either Party may mutually agree to extend the terms of this Agreement. If the Parties mutually agree to extend the terms of this Agreement, it shall be on a month-to-month basis. BGR shall not owe Independent Contractor any additional fees beyond the date of termination.

4. **Confidentiality:** Independent Contractor recognizes that in the course of its work on behalf of BGR, Independent Contractor could become aware of information, practices or policies that BGR wishes to keep confidential. Independent Contractor agrees to maintain that confidentiality and

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will not disclose to any outside party the information either during the period of the contract or afterwards, to the extent permitted by law.

The Parties agree not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held between the Parties. Information disclosed between the Parties, under the terms of this Agreement, shall remain confidential indefinitely.

5. **Miscellaneous:** In performing the services specified herein, Independent Contractor will be acting as an independent contractor and will under no circumstances be considered an employee or affiliate of BGR for any purpose (including, but not limited to, employment and income taxes, insurance, retirement and profit-sharing plans and death benefits). As an independent contractor, Independent Contractor shall bear all financial responsibility for Independent Contractor's activities; shall be responsible for maintaining Independent Contractor's own separate financial books, records and insurance; shall be responsible for and pay all federal, state and local payroll and withholding taxes; and shall indemnify and hold BGR harmless from any responsibility for said taxes, licenses, contributions required under federal and state unemployment insurance, social security and/or workmen's compensation. Independent Contractor understands and acknowledges that as an independent contractor.

6. **Indemnification:** Each Party shall indemnify and hold harmless the other Party and its affiliates, directors, officers, employees, partners, contractors or agents, from and against any and all claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges (collectively, "Claims") to the extent that such Claims arise out of or were caused by the negligence, gross negligence, or willful misconduct of the indemnifying Party or from any breach of the Agreement by the indemnifying Party.

7. **Waiver of Liability:** BGR and/or its affiliated companies, its employees, directors, agents, representatives, shareholders or controlling persons shall have no liability to Independent Contractor or his employees, partners nor any next of kin, successors, heirs, and dependents of Independent Contractor, his employees, partners thereof for any financial losses, illness, bodily injuries, including death, sustained by, related to, or caused by riots, Acts of War, Acts of God, civil disobedience, detention, arrest, negligence, or criminal acts of third parties.

8. **Compliance:** Independent Contractor agrees to comply with all U.S. federal and state laws, including but not limited to, 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 Lobbying Disclosure Act as amended, and the Honest Leadership and Open Government Act.

9. **Integration and Modification:** This document represents the entire agreement between the Parties. There are no promises, understandings, or agreements of any kind that relate to this Agreement other than those stated above. This Agreement may not be changed except in writing and signed by each party to be bound hereby.

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We look forward to working with you on this matter.

BGR Group

Todd Eardensohn
Chief Financial Officer

January 16, 2025

Date

Vantage Knight, LLC

DocuSigned by:
Manuel Ortiz
935004CB08E14DA...

Manuel Ortiz
Founder and President

1/16/2025

Date

GOVERNMENT AFFAIRS
PUBLIC RELATIONS
ADVISORY SERVICES

The Homer Building • Eleventh Floor South • 601 Thirteenth Street, NW • Washington, DC 20005
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