

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 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 Checkmate Government Relations LLC	2. Registration Number 7534
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3. Primary Address of Registrant
121-A Reynolda Village Way, Winston-Salem, NC 27106

4. Name of Foreign Principal Republic of Panama	5. Address of Foreign Principal Government of the Republic of Panama, 3a Este Panama City, Provincia de Panama PANAMA
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6. Country/Region Represented
PANAMA

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

☒ Government of a foreign country¹

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ 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 Eduardo Martínez-Acha Vásquez - Minister of Foreign Affairs

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.

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.

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

09/15/2025

Frederick w. Vaughan

Sign

/s/Frederick w. Vaughan

Sign

Sign

Sign

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

9/15/2025

Frederick W. Vaughan



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 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

Checkmate Government Relations LLC

2. Registration Number

7534

3. Name of Foreign Principal

Republic 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, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 09/10/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Government relations services

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 United States. This may include relevant outreach to 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 registration² for this foreign principal has the registrant engaged in any registrable activities, including 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 register³ to the date of registration 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
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13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration 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
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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.

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

09/15/2025

Frederick w. Vaughan

Sign

/s/Frederick w. Vaughan

Sign

Sign

Sign

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

9/15/2025

Frederick W. Vaughan





August 18, 2025

H.E. Javier Martínez-Acha Vásquez
Minister for Foreign Affairs
Republic of Panama

Dear Minister Martínez-Acha,

Thank you for the opportunity to provide the Republic of Panama ("Client") with our firm's services. This letter constitutes the proposal of Checkmate Government Relations LLC ("CGR") to provide Client government affairs services in the United States of America (the "Services"). Upon Client's execution hereof, this letter will constitute our agreement (this "Agreement").

As compensation for the Services, Client shall pay to CGR a fee of eighty thousand and 00/100 Dollars (\$80,000.00) per month (the "Fee"), payable in advance on the first day of each month or upon receipt of invoice from CGR, commencing September 1, 2025, for a term of three (3) months (the "Term").

It is understood that CGR will use its best efforts and reasonable skill in furtherance of this representation and provision of the Services to Client. Client and CGR will comply with all applicable requirements of federal ethics regulations, federal registration and disclosure requirements, and federal election laws and regulations regarding activities undertaken during the term of this Agreement.

CGR agrees to maintain all aspects of this representation in the utmost confidence and to take all reasonable measures to protect the confidence of Client. All discussions between Client personnel and CGR staff will be kept confidential unless permission is expressly given by you or your representatives to disclose such information. This obligation of confidentiality shall survive the termination or expiration of this Agreement.

In addition to the Fee, Client will be responsible for any fees related to any registration and disclosure required of CGR and for reasonable expenses related to the representation by CGR on behalf of Client. Any reimbursable expenses over one hundred and 00/100 Dollars (\$100.00) will be submitted for approval before incurred. It is understood that such fees and expenses will be paid within thirty (30) days of receipt of invoice and any required supporting documentation detailing such fees and expenses.

As part of this Agreement, CGR may recommend to Client that Client join and/or sponsor certain organizations, to the extent permissible, and/or retain other outside assets, contractors, or service providers to accomplish the goals of the agreed-upon statement of work. There may also be circumstances where it is advantageous for Client to hire or retain additional parties. If any of the aforementioned actions are taken by Client, fees, dues, and/or compensation of

additional parties retained on behalf of Client shall be the financial responsibility of Client and shall not be part of the Fee covered by this Agreement between Client and CGR.

Client acknowledges that CGR has not made any promise or guarantee concerning the outcome or results of the Services or the total amount of fees and expenses which may be incurred by Client as those things are impossible to determine until the services have been completed.

The Services will be provided within the context of this Agreement. This Agreement is entered into pursuant to the laws of the State of North Carolina and the United States of America, which laws shall govern its interpretation and enforcement, without regard to conflicts of law principles. Any questions about the terms of this Agreement should be directed to your attorney. Any questions about the status of work by CGR on behalf of Client should be directed to the attention of myself or such person as I may direct to appropriately address your query.

CGR employs professionals who maintain licenses as attorneys, however, this Agreement is **not** a contract for legal services. It is understood, by virtue of this Agreement, that any such person employed by CGR is **not** forming an attorney-client relationship with you and is **not** being hired or held out to be acting in his capacity as an attorney for the course of your representation. Additionally, it is understood that CGR is **not** a law firm and does not offer legal services and that Client acknowledges that no one at CGR has provided Client with legal advice regarding the terms of this Agreement or any services provided by CGR to Client.

This Agreement is binding until terminated by either party for any reason upon ninety (90) days written notice. If any provision of this Agreement shall be deemed unenforceable, this Agreement shall be construed as if such provision were not a part of the Agreement and all other provisions shall remain enforceable. This Agreement may not be assigned without the prior written consent of the other party and any such assignment is binding on the parties hereto and their respective principals, successors, and assigns.

If the foregoing terms are acceptable, please sign below to indicate your approval of this Agreement on behalf of Client. We look forward to working with you.

Sincerely,

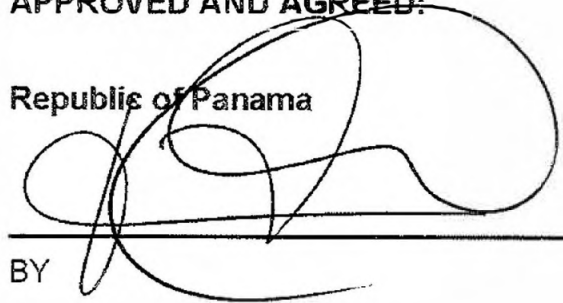
A handwritten signature in black ink, appearing to read 'Charles F. McDowell IV', with a stylized, cursive flourish at the end.

Charles F. McDowell IV
Managing Partner, Checkmate Government Relations

(Signature and approval page attached below)

APPROVED AND AGREED:

Republic of Panama



BY _____

Javier Martinez-Acha V.

NAME

Minister for Foreign Affairs

TITLE

September 10, 2025

DATE

Invoices should be sent to:
