

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 <http://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: <http://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: <http://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, Counterespionage 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

Greenberg Traurig, LLP

2. Registration No.

5712

3. Name of Foreign Principal

Government of the Democratic Republic of Timor-Leste

4. Principal Address of Foreign Principal

Council for the Final Delimitation of Maritime Boundaries
Palacio do Governo, West Building
Dili, Timor-Leste

5. Indicate whether your 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:
- | | |
|--------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (<i>specify</i>) _____ |
- Individual-State nationality _____

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

a) Branch or agency represented by the registrant

Council for the Final Delimitation of Maritime Boundaries

b) Name and title of official with whom registrant deals

Xanana Gusamo, Minister - Government of the Democratic Republic of Timor-Leste

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.

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
April 30, 2016	L. Andrew Zausner, Shareholder	/s/ L. Andrew Zausner

eSigned

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 <http://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: <http://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: <http://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, Counterespionage 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

Greenberg Traurig LLP

2. Registration No.

5712

3. Name of Foreign Principal

Government of the Democratic Republic of Timor-Leste

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 other opinion leaders regarding the same.

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 other 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.

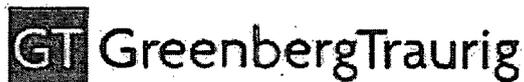
Advice and counsel related to foreign relations issues, as well as educating the government and other opinion leaders regarding the same.

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
April 30, 2016	L. Andrew Zausner, Shareholder	/s/ L. Andrew Zausner 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.



The Honorable Xanana Gusmão
Council for the Final Delimitation of Maritime Boundaries
Palácio do Governo, West Building
Dili, Timor-Leste

April (month) 15 (day), 2016

Re: Engagement Agreement

Dear Mr. Gusmão

This letter describes the legal services Greenberg Traurig LLP ("GT") agrees to provide to the Government of Timor-Leste ("Timor-Leste" or "Client"). The Client's internal policies and the provisions of the Democratic Republic of Timor-Leste Procurement Law require GT to provide the Client with a written statement of the terms on which GT will provide services to the Client. This letter Agreement, including the attached General Provisions, which are incorporated by reference, fulfills that requirement.

Description of Engagement

GT under this Agreement is engaged by Timor-Leste to provide government relations services on foreign relations issues of concern to Timor-Leste. Consistent with meetings in Timor-Leste attended by GT professionals, GT will provide Timor-Leste a work plan to help achieve Timor-Leste's goals under this Agreement. The primary lead here will be Andrew (Andy) Zausner, and supported, among others, by Joe Reeder and Joshua (Josh) Sanderlin, on a need basis. As you know, both Andy and Josh already have travelled to East Timor, and all of us are looking forward to working directly with you.

Parties

The Parties to this agreement include:

- Government of the Democratic Republic of Timor-Leste; and
- Greenberg Traurig, LLP, a law firm organized under the laws of the United States.

Description of Basis for Fees

GT will charge for services on retainer basis. The retainer for this engagement during twelve (12) months (1 year period) will be USD \$250,000.00 (two hundred and fifty thousand U.S. dollars) per quarter (tax included). This retainer amount is exclusive of travel expenses incurred by GT with the understanding that all travel expenses will have to be pre-approved by the Client.

The Agreement's duration will be twelve (12) months from the date that GT receives the initial quarterly payment of \$225,000, as provided in the General Provisions. The term may be extended or modified if done so in advance by the written agreement of GT and Client.

Except for the initial payment, actual amounts to be paid will be based on invoices supplied on the sixtieth (60) day of each quarter after the commencement of services. Detailed expenses shall be provided to the Client with every invoice submitted for payment.

Confidentiality

GT understands the sensitive nature of this engagement and the need to maintain confidences to the extent allowable by law. As an initial matter, all communications between GT and the Client will be attorney-client privileged. The Client understands and agrees, however, that GT will be advancing in the United States positions that would require GT to register under the Foreign Agents Registration Act ("FARA") (22 U.S.C. § 611 *et seq.*). Under FARA, GT is obligated to file and will file various documents on a regular basis with the United States Government including this engagement letter. These filings are publicly available. Further, unless information is publicly available, or disclosure is required by the laws of the United States, or it otherwise is in the Client's best interest to use same in this representation, GT is committed to keep all information and data received from the Client for the purposes of rendering services under this agreement confidential.

If there are any questions about this Agreement, please feel free to call and discuss before countersigning same, or, if easier, please red-line same and we'll make adjustments that more aptly describe your representational requirements. Otherwise, and provided these terms meet with proper approval by Timor-Leste, please sign the enclosed copy of this letter and return it to me to confirm Timor-Leste's agreement to these terms. Given we are headed into a very high profile election period, we are anxious to get this started, so that we can endeavor to begin to tell the Timor-Leste story here, and otherwise generate support for your cause.

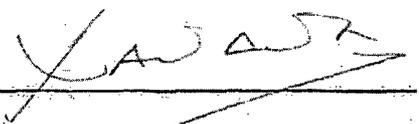
Again, this Agreement becomes effective after both parties have signed, and the first agreed payment is received by us.

We very much look forward to working with Timor-Leste, and you and your team.



By: Mr. L. Andrew Zausner, Esq.
Shareholder Greenberg Traurig, LLP

APPROVED, ACCEPTED AND AGREED TO
this 30 day of April, 2016.



By: **Kay Rala Xanana Gusmão**
Principal Negotiator
República Democrática de Timor-Leste

GENERAL PROVISIONS

Billing and Payment Procedures

GT statements will be rendered periodically. Charges for expenses will be based on information available to us at the time the statements are rendered.

GT statements are payable upon receipt. Prompt payment is a requirement for our continued representation. Upon receipt of invoice the Client will have up to thirty (30) days within which to tender payment.

The Client agrees to review each invoice promptly after it is received, and notify GT of any objections or defenses to payment.

All payments, as described in the above "Description of Basis for Fees" will be paid directly to GT. Timor-Leste will deposit \$225,000.00, net of all tax obligations, into an account maintained by Greenberg Traurig at Citibank, NA. Wiring instructions and account information will be provided to Timor-Leste separately.

Termination of Representation

The Client has the right to terminate this agreement at any time, for any reason, provided, that the Client gives GT thirty (30) days' advance written notice.

GT may also terminate this agreement at any time, for any reason, provided by GT provides the Client thirty (30) days' advance written notice.

Conclusion of Our Representation

If at any time there are no active matters in which GT is representing the Client, the Client will be considered a former, rather than a current Client, unless and until the Client requests GT to perform additional services and GT agrees to perform such additional services. Under no circumstances will GT, in the course of representing any other client, use or disclose any confidential, non-public information that GT have obtained as a result of any representation of the Client.

Limitation on our Obligations

The Client agrees that GT's acceptance of this engagement does not involve an undertaking to represent the Client or the Client's interests in any matter other than that described under the paragraph entitled "Description of Engagement". The Client also agrees that GT's representation does not entail a continuing obligation to advise the Client concerning developments that arise after GT have completed an assignment for the Client, even if the developments affect a matter in which we have represented the Client.

Existing Conflicts of Interests

As a United States law firm, GT cannot, without appropriate consent, represent any party if there is a conflict of interest with any GT's other clients. In order to avoid conflicts of interest among GT clients, GT maintains an index of relevant names. Prior to drafting this Agreement, GT ran a conflict check. GT's conflict search revealed that GT has no current conflict. Please immediately inform GT if, at any point in the future, Timor-Leste becomes

aware of other persons or entities that may be involved. This will enable GT to perform a conflict of interest search with respect to those new entities or individuals.

Advance Clearance of Conflict of Interest

Under no circumstances will GT, in the course of representing any other Client, use or disclose any confidential, non-public information that we have obtained as a result of the Client's representation of GT.

Retention or Destruction of Records

Unless the parties agree otherwise in writing, GT and the Client agree that GT may retain records for a particular period of time, and the Client will be entitled, if it provides reasonable notice, to copy any documents relating to or arising from the engagement, and GT will abide at all times by applicable law as to retention of records.

Legal Compliance

Upon execution of this Agreement, GT will ensure its compliance with all applicable U.S. law, including but not limited to the Foreign Registration Act (22 U.S.C. § 611, *et seq.*).

Governing Law

The provisions in this letter will be governed by the laws of Timor-Leste