

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 KRL International LLC 1701K Street NW Suite 550 Washington, DC 20006	2. Registration No. 5788
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3. Name of Foreign Principal Ministry of Finance The Republic of Ghana	4. Principal Address of Foreign Principal P.O. Box MB 40 Republic of Ghana Accra
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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
 Ministry of Finance, Republic of Ghana
- b) Name and title of official with whom registrant deals
 Charles Adu Boahen

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

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

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.

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.)*

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.

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
July 05, 2017	Jeffrey N Haymaker, Chief Financial Officer	/s/ Jeffrey N Haymaker

eSigned

OMB No. 1124-0004; Expires May 31, 2020

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
KRL International LLC

2. Registration No.
5788

3. Name of Foreign Principal
Ministry of Finance Republic of Ghana

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.

KRL will work to ensure the US Administration and Congress to help develop strategies and set goals to support the economic and development agenda of the Government of Ghana.

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

KRL will implement programs and facilitate contacts and communications as directed by the Ministry. KRL will provide the client a strategic plan of action to the client. KRL will provide technical assistance to the Ghana Embassy in Washington DC. KRL will engage the US Administration and the US Congress in support of policy and programmatic objectives of the Government of the Republic of Ghana. KRL shall engage with the donor community to identify areas of potential collaboration. KRL will organize outreach and support to potential investors and private sector organizations. Provide communications and public relations support as needed.

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.

KRL will engage the US Administration and the US Congress in support of policy and programmatic objectives of the Republic of Ghana.

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
7/5/17	Jeffrey Haymaker, Chief Financial Officer	

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.

CONSULTANCY SERVICE AGREEMENT

BETWEEN

**MINISTRY OF FINANCE
(THE REPUBLIC OF GHANA)**

AND

**KRL INTERNATIONAL LLC
UNITED STATES OF AMERICA**

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THIS AGREEMENT is made and entered into this..²⁸.....day of JUNE, 2017 by and between the Ministry of Finance of the Republic of Ghana, P. O. Box MB 40, Accra –Ghana, represented by its Minister, Ken Ofori-Atta, (hereinafter referred to as the "Client") and KRL International LLC, a Firm incorporated under the laws of Nevada, United States of America, represented by its Chief Executive Officer (CEO), Karen Riva Levinson (hereinafter referred to as the "Consultant"). The Client and the Consultant are herein collectively referred to as the Parties:

WITNESSETH:

WHEREAS, the Client is desirous of engaging the services of an experienced and reputable firm with expertise in advocacy, communications and investment promotion, to support the development agenda of the Government of the Republic of Ghana.

WHEREAS, the Consultant will engage in outreach activities in the United States of America (referred throughout this Agreement as US), and elsewhere in the international community, as directed, targeting legislative and administrative bodies, business associations and organizations, the international financial institutions, think tanks, NGOs, humanitarian organizations, all forms of media, to harness support for the Economic and Development agenda of the Government of the Republic of Ghana;

AND WHEREAS The Consultant accepts the offer made by the Client and represents that it possesses the necessary expertise, skill, technical knowledge, ability and experience to render the required services to the Government of the Republic of Ghana.

NOW THEREFORE, for and in consideration of the mutual promises and agreements herein contained, it is agreed by and between the Parties as follows:

ARTICLE 1: SCOPE OF SERVICE

- 1.1 The Client hereby engages the services of the Consultant to work with the US Administration and Congress to help develop strategies and set achievable goals to support the Economic and development Agenda of the Government Ghana.
- 1.2 Implement programs and facilitate contacts and communications as directed by the Ministry.
- 1.3 The Consultant may engage with specialized consultants for additional support in certain areas, as approved and agreed to by the Client.
- 1.4 The Consultant shall provide the following specific services during this engagement:
 - a. Provide a strategic plan action in consultation with Government,
 - b. Provide assistance through the Ministry of Finance, and as may be directed, to other relevant institutions of Government that are

CR *KRL*

- engaged in the bilateral relationship with the United States of America (hereinafter referred to as US).
- c. Provide technical assistance to the Ghana Embassy in Washington D.C. on issues of mutual interest and concern to the Governments of Ghana and the US.
 - d. To engage the US Administration and the US Congress in support of the policy and programmatic objectives of the Government of the Republic of Ghana.
 - e. Engage with the donor community to identify areas of potential collaboration in support of the development and policy objectives of the Government of the Republic of Ghana with specific focus on managing public debt, expanding the economy and creating jobs;
 - f. Organise outreach and support to potential investors and private sector organizations, as directed and approved by the Government of the Republic of Ghana;
 - g. Provide communications and public relations support, as needed;

ARTICLE 2: PERFORMANCE STANDARD

2.1 The Consultant undertakes to perform the services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this contract that the Client considers unsatisfactory.

ARTICLE 3: REMUNERATION

3.1 The Parties agree that the Consultant performing the services herein, shall be compensated with a fee of Twenty Five Thousand United States Dollars (US\$25,000.00) per month. This amount has been established based on the understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

3.2 The Consultancy fee shall be due in monthly installments. The Consultant will bill the Client on the first day of each month, due at the close of the month, and upon receipt of summary of work conducted for that period.

3.3 It is mutually agreed that "other expenses," which will be exclusive to international travel cost, and travel outside of Washington DC metropolitan area, will be paid for by the client and are outside of the scope of the fees herein. Any such expenses shall follow the below procedures.

3.3.1 It is anticipated that KRL will make one visit every eight weeks to Ghana, with two persons, for the purpose of executing programs as specified by the Ministry, as well as for briefings. It is further anticipated that KRL will travel outside of Washington, DC on a quarterly basis, as directed by the Ministry. In these cases, KRL will submit to the client a travel approval request, which shall include:

- a) the purpose of the mission,
- b) the objectives to be achieved, and
- c) the anticipated expenses.

Approval will be sent via email. Upon completion of mission, KRL will submit itemized receipts to the client for reimbursement 30 days of receipt invoices. KRL executives, including its Chief Executive Officer, Managing Director to be afforded business class travel. Other KRL employees will fly in Economy class. Most competitive travel estimates shall be sought.

ARTICLE 4: DURATION

4.1 This Agreement is valid for a period of twelve (12) calendar months certain, beginning on June 30, 2017, and ending on June 30, 2018, and may be renewed on terms and conditions to be agreed upon by the Parties in writing. There shall be no automatic renewal of this Agreement.

ARTICLE 5: TERMINATION

5.1 This Agreement may be terminated with or without cause by either party after the giving of a (30) thirty-day advance written notice of termination to the other party.

5.2 Following termination in Article 5.1 Client's liability shall be limited to payment for work already done and not yet paid for.

ARTICLE 6: GOVERNING LAW

6.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ghana and the language of the contract shall be English.

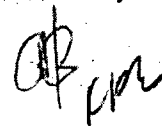
ARTICLE 7: DISPUTE RESOLUTION

7.1 The parties shall use their best effort to settle amicably all disputes arising out of, or in connection with, this Agreement or its interpretation.

7.2 Any dispute between the parties not settled amicably within thirty (30) business days of written notice by the party seeking amicable settlement, shall be referred to and determined by arbitration in the Republic of Ghana under the Alternative Dispute Resolution Act, 2010 (Act 798).

7.3 The Arbitration shall be by tribunal of three (3) arbitrators. Each party shall appoint one (1) arbitrator and the third arbitrator shall be appointed by an agreement between the arbitrators so appointed, or in the default of agreement between them, by the Alternative Dispute Resolution Centre in Ghana.

7.4 Any award rendered shall be final and binding and may be enforced by either party in a Court of competent jurisdiction.



ARTICLE 8: CONFIDENTIALITY

8.1 The Consultant shall not, during the term of this contract and within two years after its expiration, disclose any proprietary or confidential information relating to the services, this contract or the Client's business or operations without the prior written consent of the client. In any event any information is disclosed verbally by the Client to the Consultant, such information shall be treated as confidential under this Clause unless the Client notifies the Consultant that such information is not confidential.

8.2 The foregoing confidentiality restrictions shall not apply to:

- (a) Information already known to the Consultant prior to disclosure by the Client;
- (b) Information lawfully in the public domain through publication or disclosure by third parties not in violation of any Agreement with the Client;
- (c) Information required to be provided to court, arbitral tribunal or regulatory authority under process of law; provided that if the Consultant receives any such process which may require disclosure of confidential information it shall promptly notify the Client and cooperate with the Client in taking reasonable action to prevent disclosure.

ARTICLE 9: MATERIAL OWNERSHIP

9.1 Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software

ARTICLE 10: ENTIRE AGREEMENT

10.1 This Agreement represents the entire agreement between the Parties and supercedes all other agreements ever entered into between the Parties with respect to the terms of this Agreement.

ARTICLE 11: NOTICES

11.1 Notices and other communication required to be sent under this Agreement shall be sent to the respective addresses below, or to any other address previously notified in writing by either party to the other as its new address for such purposes:



FOR THE CONSULTANT/KRL INTERNATIONAL, LLC.

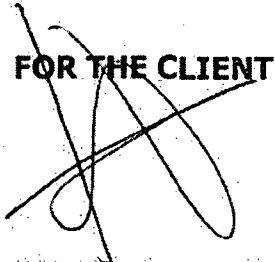
KAREN RIVA LEVINSON
PRESIDENT/CEO
1701 K STREET, NW
SUITE 550 WASHINGTON, DC 20006

FOR THE CLIENT/THE REPUBLIC OF GHANA

CHIEF DIRECTOR
MINISTRY OF FINANCE
P.O. BOX MB 40
REPUBLIC OF GHANA
ACCRA

IN WITNESS WHEREOF the parties hereto, acting through authorized representatives, have caused this Agreement to be signed on their behalf and delivered as of the day and year first above written

FOR THE CLIENT



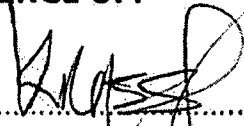
.....
HON. CHARLES ADU BOAHEN
DEPUTY MINISTER

FOR THE CONSULTANT



.....
KAREN RIVA LEVINSON
PRESIDENT/CEO

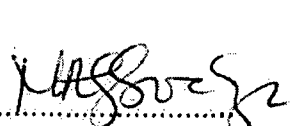
IN THE PRESENCE OF:

SIGNATURE: 

NAME: Smart Forta Pado

DESIGNATION: Principal State Attorney

DATE: 28/6/2017

SIGNATURE: 

NAME: Myuetor Agbodje

DESIGNATION: COLLEAGUE

DATE: 28-6-2017