

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 BGR Government Affairs, LLC	2. Registration Number 5430
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3. Primary Address of Registrant
 601 Thirteenth Street, NW, Eleventh Floor South, Washington, DC 20005

4. Name of Foreign Principal Republic of Guinea	5. Address of Foreign Principal Boulevard du Commerce - BP 295 Quartier Almamy Kaloum, Conakry GUINEA
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6. Country/Region Represented
 GUINEA

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
 - 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 Mines and Geology
- b) Name and title of official(s) with whom registrant engages
 Bouna Sylla, Minister of Mines and Geology

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 <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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
01/21/2026	Chelsea Mincheff	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Chelsea Mincheff
_____	_____	<input data-bbox="886 491 954 529" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 577 954 615" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 663 954 701" type="text" value="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
1/21/2026	Chelsea Minchell	

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 BGR Government Affairs, LLC	2. Registration Number 5430
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3. Name of Foreign Principal
 Republic of Guinea

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? 01/16/2026
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.
 Provide government affairs and public 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 affairs and public relations services by engaging and facilitating communications with the relevant officials and decision makers in the U.S. as well as 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.

The nature and method of performance of the contract will include strategic guidance and counsel with regard to government affairs and public relations activity within the U.S. This may include relevant outreach to U.S. government officials, non-government organizations, media 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
01/21/2026	Chelsea Mincheff	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Chelsea Mincheff
_____	_____	<input data-bbox="889 541 959 583" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 667" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 714 959 751" type="text" value="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
1/21/2026	Chelsea Minchell	



WASHINGTON • AUSTIN • ATLANTA • NASHVILLE • PHOENIX

We are delighted that Republic of Guinea has agreed to retain BGR Group. Please accept this letter of agreement (“Agreement”) to work on your behalf.

Parties: This Agreement is effective upon execution and is made by and between BGR Group (“BGR”) and Republic of Guinea (the “Client”).

Scope of Work: On behalf of the Client, BGR will provide government affairs and public relations work to strengthen ties of U.S. and Republic of Guinea.

BGR Team: All resources of our firm will be available to you as we undertake this work on your behalf. However, we typically designate a team of professionals who will concentrate on your initiative. This team will be led by Scott Eisner and will be supported by Lester Munson. Parties agree that there will be no changes to the core team without prior approval.

Fees & Term: In consideration for BGR’s services, the Client agrees to pay BGR a monthly professional fee of USD\$85,000.00 for 12 months of service beginning January 1, 2026. Payments will be made quarterly and in advance.

BGR will also be paid for ordinary and reasonable out-of-pocket expenses, including items such as transportation, incidental expenses and meals; however, these will be authorized by the Client in advance. Client has the right to audit expenses within 24 months of any invoice, upon reasonable notice.

Upon termination, BGR will refund prepaid fees pro-rata within 15 days.

Invoicing: Fees and expenses are invoiced separately.

1. **Professional Fees:** An invoice for BGR’s first quarterly professional fee for services provided from January 1, 2026 through March 31, 2026 is attached and due upon the execution of the Agreement. Hereafter, BGR will invoice the Client on the first day of each quarter.
2. **Expenses:** BGR will submit a detailed invoice to the Client on the last day of each month for expenses incurred during the month.

Regardless of the ultimate duration of the Agreement, all invoices generated from the terms and between the two parties to this Agreement are payable in full and promptly upon receipt and shall be paid directly to BGR within thirty (30) days of receipt of all documents.

GOVERNMENT AFFAIRS
PUBLIC RELATIONS
ADVISORY SERVICES

The Homer Building • Eleventh Floor South • 601 Thirteenth Street, NW • Washington, DC 20005
Phone: (202) 333-4936 • Fax: (202) 833-9392
www.bgrdc.com

Legal Compliance: BGR will comply with all federal and state laws, regulations and orders applicable to its operations and the services provided hereunder, including, without limitation 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 Honest Leadership and Open Government Act, the Lobbying Disclosure Act as amended, and/or other applicable U.S. state lobbying laws. BGR represents and warrants that it will comply with all applicable registration and disclosure requirements. BGR will provide copies of all Foreign Agent Registration Act documentation or any other registrations / filings to the Client.

Indemnification: The Client agrees that neither BGR nor any of its employees, directors, agents, representatives, shareholders, officers or controlling persons shall have any liability to the Client, its employees, directors, shareholders, officers, representatives, or controlling persons, for any damages arising out of or related to BGR's performance of services under this Agreement, except to the extent that such damages result from BGR's breach of its obligations hereunder or from its gross negligence or willful misconduct.

The BGR agrees that neither the Client nor any of its employees, directors, agents, representatives, shareholders, officers or controlling persons shall have any liability to BGR, its employees, directors, shareholders, officers, representatives, or controlling persons, for any damages arising out of or related to the Client's performance of services under this Agreement, except to the extent that such damages result from the Client's breach of its obligations hereunder or from its gross negligence or willful misconduct.

Parties agree that indemnification applies only to third-party claims and shall not apply to claims relating to acts in breach of the Agreement, including but not limited to the provision on Legal Compliance, and is subject to the indemnifying party's right to control the defense and to approve any settlement.

Parties agree the liability, under this Section, for BGR and Client shall be capped at amount equal to fees of preceding 12 months.

Limitation of Liability: Parties agree liability for breach or negligence under this Agreement shall be capped at the net fees paid in the preceding 12 months, except that such cap does not apply in cases of fraud, willful misconduct or gross negligence

Renewal & Extension: This Agreement may be renewed and extended upon agreement of both parties beyond the set termination date for a month-to-month basis commencing on the first day following the previous contractual termination date. Terms and Scope of Work will remain materially and substantively the same as before, unless otherwise agreed to by the Parties in writing.

Termination: Notwithstanding other terms of this Agreement, either party may cancel or terminate this Agreement at its discretion with or without cause upon giving the other party no less than 30 days written notice. Upon termination, BGR agrees to cooperate post-termination on transfer of files and final reporting of status.

Confidentiality: BGR recognizes that in the course of our representation, we could become aware of information, practices or policies, which you wish kept confidential. BGR agrees to maintain that confidentiality and will not disclose the Client's confidential information to any outside party, or use such

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information for any purpose other than the performance of this Agreement, during the period of the Agreement and afterwards, to the extent disclosure is compelled by law, in which case BGR will promptly notify you in writing of the legal request for disclosure and afford you an opportunity to object and/or seek a protective order.

BGR shall make no public statements about engagement without advance approval from Client.

This Section will survive the termination or expiration of this Agreement.

Instructions / Approvals: BGR shall not lobby or engage in other actions without prior written approval. BGR will seek approval from the Government interlocutor (Bouna Sulla, Minister of Mines and Geology, or Ousmane Doumbouya, Special Advisor to the President) before taking action.

Subcontracting: BGR shall not subcontract the scope of work contained in this Agreement without prior approval by Client.

Governing Law: This Agreement shall be governed by and construed in accordance with the applicable laws of New York without regard to principles of conflicts-of-laws or choice-of-laws.

Dispute Resolution: The Parties agree that arbitration shall be the exclusive and final means for resolving any and every dispute, controversy, claim, or difference ("Disputes") related to or arising out of or in connection with this Agreement, or any dealings of the Parties that are related to or arise out of or in connection with the subject matter of this Agreement, which arbitration shall be conducted according to the International Chamber of Commerce (ICC) Rules of Arbitration or such other rules as the ICC may designate, seated in Paris. Parties agree that a sole arbitrator shall be appointed by the ICC International Court of Arbitration.

Entire Understanding: This Agreement contains the entire understanding between the parties. Amendment, modification or waiver of this Agreement may be accomplished with a written instrument signed by both parties.

SIGNATURE PAGE TO FOLLOW



GOVERNMENT AFFAIRS
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Phone: (202) 333-4936 • Fax: (202) 833-9392
www.bgrdc.com

Please sign this Agreement and return to us at your earliest convenience. No hard copies will follow. We look forward to working on your behalf.

BGR Group

By: _____
Robert Wood
Chairman and Chief Executive Officer

Date: _____

Republic of Guinea



By: _____
Name: Bouna Sylla
Title: Minister of Mines and Geology

Date: 29 DEC. 2025

GOVERNMENT AFFAIRS
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www.bgrdc.com



January 21, 2026

To Whom it May Concern:

BGR Government Affairs, LLC is registering a new foreign principal, the Republic of Guinea.

BGR received the signed contract from the Republic of Guinea on December 31, 2025. However, BGR did not start work or receive any payment on behalf of the foreign principal until January 16, 2026.

The contract did not become effective until payment was received on January 16, 2026.

Sincerely,

A handwritten signature in black ink, appearing to read "Chelsea Mincheff".

Chelsea Mincheff
General Counsel