

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 2101 L Street, NW Washington, DC 20037	2. Registration No.  5712
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3. Name of Foreign Principal Libya Institute of Advanced Studies (LIAS) (via Sanitas International)	4. Principal Address of Foreign Principal Ben Ashour Street Tripoli, Libya
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## 5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country<sup>1</sup>
- 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 checked="" type="checkbox"/> Other ( <i>specify</i> ) <u>Private Institution</u> |
- Individual-State nationality \_\_\_\_\_

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

- a) Branch or agency represented by the registrant
- b) Name and title of official with whom registrant deals

## 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

<sup>1</sup> "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.

Libya Institute for Advanced Studies (LIAS) is a leading education, training and advisory institution that offers an environment to pursue cutting-edge research and learning in Libya. LIAS offers advisory services and training, ranging from consulting services, to professional education and degree programs for professional and personal development.

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.)

The Chairman of LIAS is Dr. Aref Ali Nayed; Dr. Nayed is currently the Libyan Ambassador to the United Arab Emirates

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.

Dr. Aref Ali Nayed

**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 16, 2015	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
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3. Name of Foreign Principal  
  
Libya Institute of Advanced Studies (LIAS) (via Sanitas International)

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.

Registrant is a subcontractor of Sanitas International to perform services for the Libya Institute for Advanced Studies (LIAS). There is no formal written contract between the Registrant and the foreign principal. See attached engagement letter, which describes representation.

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

See attached engagement letter, which describes representation.

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.

See attached engagement letter, which describes representation.

**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 16, 2015	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.



L. Andrew Zausner  
Tel 202.530.8500  
Fax 202.331.3101  
zausnera@gtlaw.com

March 27, 2015

Christopher Harvin  
Partner  
Sanitas International Inc.  
1101 Pennsylvania Avenue, N.W.  
6<sup>th</sup> Floor  
Washington, D.C. 20004

**Re: Retainer Agreement**

Dear Mr. Harvin:

I greatly appreciate your decision to place your confidence in Greenberg Traurig, LLP ("Greenberg Traurig" or the "Firm") to assist you in providing government relations counsel to your client Libya Institute of Advanced Studies (LIAS). I am, in turn, pleased to confirm our agreement to provide such services.

Services. Greenberg Traurig agrees to assist Sanitas International Inc. in connection with the representation of the Libya Institute of Advanced Studies (LIAS) on issues relating to the security and development of Libya. Under this agreement, LIAS, rather than Sanitas International, Inc., would be the Firm's client ("Client"), even though any fees would be paid to Greenberg Traurig through Sanitas.

Fees. This engagement letter sets forth a summary of the legal services we will be expected to perform, and the basis for our compensation. I have also enclosed a copy of our firm's Billing Policies so you have a full view of the way we will work together. Our fees for the services described above will be \$25,000 per month, plus expenses, for the six-month period ending April 30, 2015, at which time this contract will expire unless extended. Expenses must be pre-approved by the Client or you.

*an H*

Christopher Harvin  
Sanitas International Inc.  
March 27, 2015  
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As set out in the enclosed Billing Policies document, you and the Client will each be responsible for all charges incurred in the course of this representation. These include, but are not limited to, the monthly fee, travel, copying, messenger services, long distance phone calls, computer research services, and other out-of-pocket expenses.

Scope of Relationship. Because of the proliferation of corporations owning or partially owning subsidiaries, and the problems this creates in identifying potential conflicts of interest, we like to advise our corporate clients that as a general rule this firm will not regard an affiliate of a corporate client (i.e., parent, subsidiary or other entity under common control) as a client of the firm for any purpose unless a client-lawyer relationship has been established by an express written understanding with the firm. Similarly, the firm will not regard a representation that is adverse to an affiliate of a corporate client as adverse to the client. Accordingly, if there is a corporate family member of the Libya Institute of Advanced Studies that you wish to regard as a client for conflict purposes, please let me know. Finally, unless reflected in a separate agreement, the Firm's representation of the Client does not include the representation of others, including individual officers, directors, partners, members, shareholders or employees of the Client nor does it include agents of the Client, such as Sanitas.

Prospective Waiver of Conflicts. Because we are a large, full-service law firm with offices located throughout the United States, attorneys in one office or practice area may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be foreclosed in an appropriate situation from retaining a law firm that competes with Greenberg Traurig, our firm wishes to be able to consider the representation of multiple competitors in your industry or other clients who may have interests that are potentially adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethical principles governing the legal profession permit law firms to accept such multiple representations assuming certain criteria are met, as discussed below.

Accordingly, this letter will confirm our mutual agreement that the Firm may represent other present or future clients on matters other than those for which we had been or then are engaged on the Client's behalf (referred to herein as "Subject Matter"), *whether or not on a basis adverse to the Client or any of its affiliates*, including in litigation, legal or other proceedings or matters, so long as the matter is not substantially related to our work for LIAS on the Subject Matter (referred to herein as "Permitted Adverse Representation").

CHH

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In furtherance of this mutual agreement, you agree on behalf of the Client that neither you nor the Client will assert our Firm's engagement in this matter as a basis for disqualifying us from representing any party in a Permitted Adverse Representation or assert any Permitted Adverse Representation as a basis for any claim of breach of duty. For purposes of clarification, Permitted Adverse Representation shall not include matters or disputes arising against the Client with respect to the Subject Matter. Moreover, without your further prior written consent or that of the Client's, we cannot and will not represent another client adverse to the Client if we have obtained confidential information of a nonpublic nature from you or the Client as a result of our representation that, if known to the other client, could be used in the other matter by the other client to your material disadvantage. The waivers and agreements in this letter will continue in effect upon the termination of this engagement.

The representation may entail some work considered lobbying under the federal lobbying disclosure law. Given the terms set forth above, we anticipate that the Firm will be required to register and report our activities on behalf of the Client under the Foreign Agents Registration Act of 1938. In turn, you agree to provide such information as may be required to assist us in making such filings. If you have any questions regarding the circumstances relating to compliance with the Foreign Agents Registration Act, please do not hesitate to call.

Termination of Representation. Subject to any limitations imposed by the court or the applicable rules of professional responsibility, the Firm or you, acting on the Client's behalf, or the Client directly may terminate our representation in accordance with the attached Billing Policies.

Otherwise, our relationship will be considered terminated upon the completion of the specific service that you have engaged us to perform or when more than twelve months have elapsed from the last time that you requested and we furnished any billable services to you. If the Client later retains us to perform further or additional services, the attorney/client relationship will be revived on the terms of this engagement letter, subject to any new or supplemental terms of engagement that we may agree upon at that time. The fact that we may inform you or the Client from time to time of developments in the law which may be of interest to you, by newsletter or otherwise, should not be understood as a revival of an attorney/client relationship between the Firm and the Client.

If you find these arrangements satisfactory, please have the enclosed copy of this letter signed, and return it to us by fax at (202) 331-3101 or email. Our representation will conform to the terms of this agreement.


CMH

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Sanitas International Inc.  
March 27, 2015  
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I am confident we will provide substantial assistance to you in achieving your objectives.

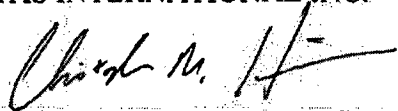
Very truly yours,

GREENBERG TRAURIG, LLP

By:   
L. Andrew Zausner

The undersigned hereby agrees to retain, engage and employ Greenberg Traurig, LLP as legal counsel, on the terms and conditions set forth in this letter.

SANITAS INTERNATIONAL INC.

By:   
Christopher Harvin

Dated: 27 March 2015

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