

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 Greenberg Traurig, LLP	2. Registration No. 5712
3. Name of Foreign Principal Association for the Rule of Law in Central America	4. Principal Address of Foreign Principal Seccion 109037, Via 5 2-35 Zona 4, Guatemala City, Guatemala 195 26th Avenue, #2, San Francisco California 94121

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 checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

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

¹ "Government of a foreign country," as defined in Section 1(c) 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.

The Association is focused on education and engaging U.S. officials and the general public about the importance of maintaining the rule of law in Central America and the effect such efforts can have on stability in the region.

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.)

While the Association does not take funding from any foreign government or any political party, the Association does solicit donations from organizations and private individuals within Central America and the United States. Within 30 days, the Association intends to file for non-profit status within the United States, under Section 501(c)4 of the internal Revenue Code.

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.

David Landau is the Executive Director of the Association and within 30 days, the Association intends to file for non-profit corporate status within the United States, under Section 501(c)4 of the Internal Revenue Code.

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
December 15, 2017	L. Andrew Zausner	/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 <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

Greenberg Traurig, LLC

2. Registration No.

5712

3. Name of Foreign Principal

Association for the Rule of Law in Central America

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 government and 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.

Educate government officials and the general public in the U.S. regarding the rule of law in various countries throughout Central America and encourage the U.S. government's support of any activities to bolster the rule of law throughout the region.

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.

Educate government officials and the general public in the U.S. regarding the rule of law in various countries throughout Central America and encourage the U.S. government's support of any activities to bolster the rule of law throughout the region.

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
December 15, 2017	L. Andrew Zausner	/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.



RETAINER AGREEMENT

This Retainer Agreement ("Agreement") describes the terms under which Greenberg Traurig, LLP will be retained by the Association for the Rule of Law in Central America, to provide services as set forth below.

PARTIES

1. Association for the Rule of Law in Central America ("Client")
2. Greenberg Traurig, LLP ("GT")

DESCRIPTION OF ENGAGEMENT

Under this Agreement, GT is engaged by Client to provide counsel relating to encouraging U.S. assistance for countries in Central America to enforce the rule of law.

COMPENSATION

For the services described in the "Description of Engagement," Client agrees that upon execution of this agreement, Client will pay GT a monthly fee of eighty thousand U.S. dollars (\$80,000.00 USD), net of all tax obligations, and exclusive of travel expenses incurred by GT.

TERM OF AGREEMENT

GT's representation of Client will commence once both parties have signed the Agreement, and GT has received the first month's compensation. The Agreement's duration will be one year. The Agreement may be extended by mutual, written consent of the parties.

BILLING AND PAYMENT PROCEDURES

After the first month, GT invoices for services will be rendered bi-monthly and will cover the two month period following the issuance of an invoice. Charges for expenses will be based on information available to GT at the time the invoices are rendered. GT invoices are payable upon receipt. Prompt payment is a requirement for GT's continued representation. Upon receipt of an invoice, Client will have up to thirty (30) days within which to tender payment. Client agrees to review each invoice promptly after it is received, and notify GT of any objections or defenses to payment. Once the Parties execute this Agreement, GT will provide client with detailed instructions for paying invoices. Wiring instructions and account information will be provided to Client separately.

CONFIDENTIALITY

GT understands the sensitive nature of this engagement and the need to maintain confidences to the extent allowable by law. Communications between GT attorneys and Client will be subject to the attorney-client privilege. For purposes of this Agreement, "Confidential Information" shall include all information or knowledge of a confidential, proprietary or sensitive nature, whether in writing or oral.

GT and Client agree that each shall keep all Confidential Information confidential and shall not disclose Confidential Information to any other person other than with prior written consent of the other party, unless such a disclosure is for the purpose of performing any obligation or duty under the Agreement. GT and Client may disclose Confidential Information as may be required by law or to any appropriate regulatory body also as required by law.

CONCLUSION OF GT REPRESENTATION

If at any time there are no active matters in which GT is representing Client, Client will be considered a former, rather than a current client, unless and until 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 obtained as a result of any representation of Client.

EXISTING CONFLICTS OF INTEREST

As a United States law firm, GT cannot, without appropriate consent, represent any party if there is a conflict of interest with any of GT's other clients. In order to avoid conflicts of interest among GT clients, GT maintains an index of relevant names. GT ran a conflict check for the purposes of this representation. GT's conflict search revealed that GT has no current conflict.

Since Greenberg Traurig represents a large number of very diverse clients which may include clients involved in activities affecting you, Client agrees that its representation by Greenberg Traurig in this matter will not be grounds for asserting a conflict of interest or the appearance of a conflict of interest in any unrelated work that the firm may do for other companies. Specifically, Client agrees that GT may represent other entities in matters that do not involve any confidential information that has been obtained by Greenberg Traurig in the course of this representation, even though our representation of the other entities may be adversarial to you in business transactions, litigation, or judicial or administrative proceedings. Client further agrees to "waive" any conflict of interest in any such case, and will not assert any conflict of interest or any apparent conflict of interest as grounds for disqualifying Greenberg Traurig from representing other entity.

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

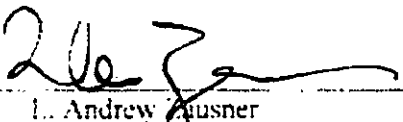
copy any documents relating to or arising from the engagement, and GT will abide at all times by applicable law as to the retention of records.

LEGAL COMPLIANCE

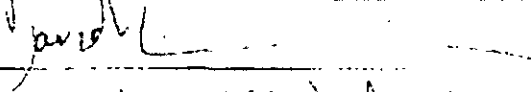
Upon execution of this Agreement, GT will ensure its compliance with all applicable U.S. law, including but not limited to the Foreign Agents Registration Act (22 U.S.C. § 611 *et seq.*) and the Lobbying Disclosure Act. Additional filings are also required as appropriate.

MANDATORY ARBITRATION OF ANY DISPUTE

In the event of any dispute arising under or related to this Agreement, Client and GT agree, pursuant to the New York Convention, to submit the matter to a single arbitrator in Washington, D.C. selected by the two parties, and if no agreement can be reached then an arbitrator selected by the American Arbitration Association ("AAA"). The arbitration is to be conducted in accordance with the rules of the Commercial Arbitration Rules of the AAA, using the law of the District of Columbia (other than its conflict laws), and the judgment and the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that arbitration under this paragraph shall provide the exclusive means for resolving any dispute arising under or relating to this agreement, including the services performed thereunder.

By: 
L. Andrew Zusner
Shareholder
Greenberg Traurig, LLP

ASSOCIATION FOR THE RULE OF LAW IN CENTRAL AMERICA
Approved, accepted and agreed to this 15th day of November 2017

By: 
Printed: DAVID LANDAU, Director