

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.

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| 1. Name and Address of Registrant The Livingston Group, LLC | 2. Registration No. #6344 |
|--|----------------------------------|

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|--|--|
| 3. Name of Foreign Principal Association of Enterprises UKRMETALURGPROM | 4. Principal Address of Foreign Principal Volodymyrska str. 4 office 9 01025 Kyiv, Ukraine |
|--|--|

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 checked="" type="checkbox"/> Association | <input type="checkbox"/> Other (<i>specify</i>) _____ |
- Individual-State nationality Ukraine

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(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.

The client is an association of steel companies in Ukraine which acts as a liaison between the relevant industrial sector interests in Ukraine and the government of Ukraine.

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.

The client is a membership association, and its president is Mr. Oleksandr Kalenkov.

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 12, 2018 | | /s/ J. Allen Martin 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.

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|--|----------------------------------|
| 1. Name of Registrant The Livingston Group, LLC | 2. Registration No. #6344 |
|--|----------------------------------|

3. Name of Foreign Principal

Association of Enterprises UKRMETALURGPROM

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.

8. 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 client to advance the bilateral trade relationship between the governments of the United States and Ukraine. The registrant will research and analyze issues of concern to the foreign principal; counsel the foreign principal on U.S. policies of concern, activities in Congress and the Executive branch, and developments on the U.S. political scene generally; and maintain contact, as necessary, with Members of Congress and their staff, and with Executive branch officials.

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.


The registrant will work with the client to advance the bilateral trade relationship between the governments of the United States and Ukraine. All of the activities listed in Item 8 will be undertaken in order to communicate information to the foreign principal, as well as to communicate information about the foreign principal and its issues of concern to interested persons in both the public and private sectors. At the request of the foreign principal, meetings may be arranged with Members of Congress and their staff, and with Executive branch officials.

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 12, 2018 | | /s/ J. Allen Martin 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.

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|  | <p>The Livingston Group, LLC 499 S. Capitol Street, SW Suite 600 Washington, DC 20003 (202) 289-9881 www.livingstongroupdc.com</p> |
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April 2, 2018

Mr. Oleksandr Kalenkov
President
Association of Enterprises UKRMETALURGPROM
Volodymyrska str. 4 office 9
01025 Kyiv Ukraine

Dear Mr. Kalenkov:

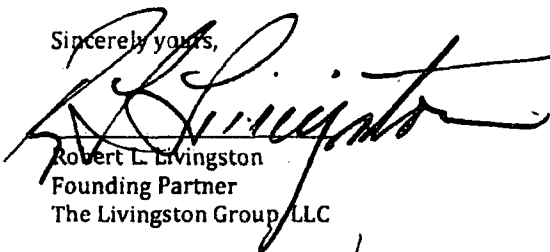
Pursuant to the discussions we have had to date, we are submitting for your approval terms of a working agreement between Association of Enterprises UKRMETALURGPROM (hereafter referred to as "Client") and The Livingston Group, LLC ("TLG"). The terms of the agreement are as follows:

- This agreement will extend over a three (3) month period beginning April 9, 2018 and terminating July 8, 2018. It may be renewed for an additional period thereafter, upon mutual agreement of both parties in advance of the termination date. Either party, at its sole discretion, may terminate this agreement by providing thirty (30) days written notice to the other party.
- TLG agrees to provide the Client with government affairs representation and lobbying service before the federal government as well as any other matters mutually agreed upon, on behalf of the Government of Ukraine.
- The Client agrees to pay TLG \$20,000 per month, subject to fee renegotiation in and following the second of the contract period.
- Any additional large expenses, e.g. for travel to meet with client, shall be approved in advance by the Client. The first monthly retainer fee in the amount of \$20,000 is required at the time of the signature of this agreement. Thereafter, TLG shall submit a monthly invoice for retainer fees and itemized expenses to you or your designated representative. Such invoices are payable within thirty (30) days. Balances over 60 days are subject to finance charge of 1% per month. The Client shall make no retainer or other payments to The Livingston Group, LLC from federally appropriated funds or other funds from restricted or prohibited sources.
- TLG agrees that it will not divulge to third parties, without the written consent of the Client information obtained from or through the Client, or developed or obtained by TLG in connection with the performance of its services under this Agreement unless (i) the information is known to TLG prior to obtaining it from the Client, (ii) the information is, at the time of disclosure by TLG, then in the public domain, or (iii) the information is obtained by TLG from a third party who did not receive it directly or indirectly from the Client.

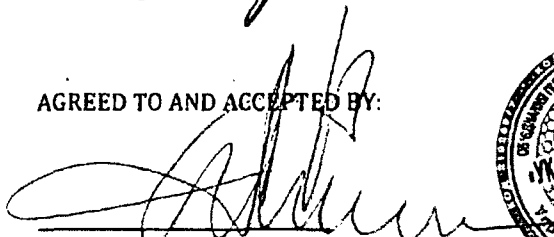
- The obligation of TLG, by and through the counsel and activities of Robert L. Livingston and any other TLG employees and/or consultants, will be to represent the Client as permitted by the Foreign Agents Registration Act of 1938, the Ethics Reform Act of 1989, and other applicable United States laws and regulations. TLG shall provide the Client with government affairs representation before the government of the United States and the United States Congress, international organizations, and governments other than that of the United States, as required and mutually agreed.
- TLG agrees to abide by every applicable law or regulation covering government contracts for lobbying during the implementation of this agreement. TLG is an independent contractor, and, as such, has no authority to bind the Client in any manner whatsoever, absent the express written consent of the Client. TLG shall be solely responsible for the acts of its employees and/or agents and shall defend and hold the Client harmless from any claims which arise from said acts. TLG shall be responsible for notifying the Client of any potential conflicts between its representation of the Client and any other party.
- As is true with all government relations services, we cannot and do not guarantee the results of our representation. We make no express warranties concerning this transaction, and disclaim any implied warranties concerning it.
- The Client is not authorized to bind The Livingston Group, LLC in any matter whatsoever, absent the express written consent of TLG. The Client shall be solely responsible for the acts of its employees and/or agents and shall defend and hold The Livingston Group, LLC harmless from any claims which arise from said acts.

I trust this accurately reflects the discussions we have had. If you agree, please sign below in the space indicated and return one copy to me.

Sincerely yours,


Robert L. Livingston
Founding Partner
The Livingston Group, LLC

AGREED TO AND ACCEPTED BY:


Oleksandr Kalenkov
President
Association of Enterprises UKRMETALURGPROM

