

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 McGinnis Lochridge 600 Congress Ave., Ste. 2100 Austin, TX 78701	2. Registration No.  6672
3. Name of Foreign Principal Republika Srpska	4. Principal Address of Foreign Principal Trg Republika Srpske 1 Banja Luka, Republika Srpska Bosnia and Herzegovina
5. Indicate whether your foreign principal is one of the following: <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Government of a foreign country<sup>1</sup></li> <li><input type="checkbox"/> Foreign political party</li> <li><input type="checkbox"/> Foreign or domestic organization: If either, check one of the following:             <ul style="list-style-type: none"> <li><input type="checkbox"/> Partnership</li> <li><input type="checkbox"/> Corporation</li> <li><input type="checkbox"/> Association</li> <li><input type="checkbox"/> Committee</li> <li><input type="checkbox"/> Voluntary group</li> <li><input type="checkbox"/> Other (specify) _____</li> </ul> </li> <li><input type="checkbox"/> Individual-State nationality _____</li> </ul>	
6. If the foreign principal is a foreign government, state: <ul style="list-style-type: none"> <li>a) Branch or agency represented by the registrant various branches, as requested</li> <li>b) Name and title of official with whom registrant deals various officials, depending upon the issue involved</li> </ul>	
7. If the foreign principal is a foreign political party, state: <ul style="list-style-type: none"> <li>a) Principal address n/a</li> <li>b) Name and title of official with whom registrant deals n/a</li> <li>c) Principal aim n/a</li> </ul>	

<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.

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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.

n/a

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

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9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

n/a

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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.

n/a

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### 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	
May 06, 2019	Martin Lutz, Partner	/s/ Martin T. Lutz	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

McGinnis Lochridge

2. Registration No.

6672

3. Name of Foreign Principal

Republika Srpska

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.

The attorneys indicated will provide written and oral legal advice and representation of the client and communicate as the client's legal counsel with individuals and organizations as necessary to carry out these responsibilities.

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

The registrant's activities on behalf of the foreign principal are to advise the government of Republika Srpska ("Government") on matters related to international law. This work includes the provision of written and oral advice to members of the Government as requested. From time to time, this advice may be provided in writing. From time to time, the Government may request that we provide information related to such advice to members of the U.S. administration and/or Congress. Such information relates to the law and policy of the government's relations with the United States and other international organizations and sovereign states. The registrant will also maintain a website with content related to legal and policy issues relevant to Bosnia and Herzegovina.

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's activities may include contacting various U.S. executive branch officials, officials of U.S. government agencies, and members and staff of the U.S. Senate and House of Representatives regarding issues of international law and policy related to the foreign principal, including its relations with the United States, other sovereign states, and international organizations. The registrant will also maintain a website with content related to legal and policy issues relevant to Bosnia and Herzegovina.

**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
May 06, 2019	Martin T. Lutz	/s/ Martin T. Lutz 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.



17-01-(16 HT)/10

April 25, 2019

**ATTORNEY-CLIENT COMMUNICATION  
PRIVILEGED AND CONFIDENTIAL**

His Excellency Mr. Zlatan Klokic  
Minister of Economic Relations and Regional Cooperation  
The government of Republika Srpska  
Trg Republike Srpske 1  
Banja Luka, Republika Srpska  
Bosnia-Herzegovina

Re: Engagement Agreement

Dear Mr. Minister,

McGinnis Lochridge LLP (the "Firm") is very pleased to provide this engagement agreement for the provision of legal services to the Government of Republika Srpska.

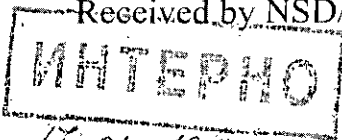
1. Client.

For purposes of this engagement, our client will be the Government of Republika Srpska ("RS").

2. Scope of Engagement.

We will advise and represent Republika Srpska and work with its designated representatives to provide general advice and representation regarding international legal and policy matters as requested by the Government from time to time. We anticipate these matters will include:

- RS legal rights and obligations under applicable international law including the Dayton Peace Accords and other international agreements to which the BiH is a party, such as the European Convention on Human Rights;
- RS and BiH rights and obligations vis-à-vis the Office of High Representative; the Peace Implementation Council, the UN Security Council, the OSCE, the EU, the Council of Europe, and others;
- Relations with international community;
- Legal issues related to bringing the institutions and laws of RS and BiH into conformity with the BiH constitutional framework under the Dayton Peace Accords; and
- Legal issues related to bringing the institutions and laws of RS and BiH into conformity with European standards in connection with accession to the EU.



Republika Srpska  
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The scope of engagement under this agreement does not include representing Republika Srpska or any of its officials in matters involving the preparation and/or handling of litigation before courts or arbitral tribunals within or without BiH. Any representation involving litigation will be agreed to separately.

3. Retainer, Fees, Expenses, and Other Charges and Billing and Payment.

a. General Terms.

Republika Srpska will pay Firm a monthly retainer fee of US\$80,000 ("Monthly Retainer") for work performed under this Agreement inclusive of expenses incurred by the Firm related to the performance of such services. Republika Srpska will pay the Monthly Retainer by the 15th day of each calendar month.

b. Billing and Payment.

In the normal course, you will receive, on a monthly basis, a confidential statement for our Monthly Retainer. Republika Srpska agrees to make payment promptly upon receipt by the 15th day of each month as set forth in Section 3(a) above. If you have any questions or comments concerning our services or charges during the course of our representation, please bring them to my attention so that any problems can be quickly resolved.

All compensation, expense reimbursement and any other payments to us shall be remitted and paid in U.S. dollars and without withholding or deducting any tax, assessment or other governmental charge (collectively, "Tax"). If you shall be required to deduct or withhold any such Tax, or if any Tax is required to be paid by us solely on account of the services performed hereunder, you shall pay to us such additional amounts as shall be required so that the net amount received by us from you after such deduction, withholding or payment shall equal the amounts otherwise due to us.

Payments will be wire transferred to our account, pursuant to the account information that will be provided in the Firm's invoices. At the conclusion of this engagement, any remaining unattributed amounts in our retainer account will either be returned to you or applied with your consent to other outstanding matters for which we may be engaged by you.

4. Disclosure of Information/Indemnification.

Republika Srpska agrees to (1) disclose to Firm, fully, accurately, and on a timely basis, all facts that are or might be material to the Firm's representation of Republika Srpska; (2) keep the Firm apprised on a timely basis of all developments relating to the representation that are or might be material; and (3) otherwise cooperate fully with Firm. The Firm agrees to maintain confidentiality of information gained in the course of its representation of Republika Srpska in accordance with our professional responsibilities.



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5. Conflicts of Interest.

It is possible during or after the time we represent the RS that some other current or future client will ask us to represent it in connection with some dispute, transaction, or other matter that is not substantially related to our representation of the RS in which the interests of such client may be directly adverse to RS interests. You acknowledge and agree that, consistent with our professional responsibilities to the RS, the Firm may continue, or in the future undertake, to represent any existing or new client in any matter, even if the interests of such client in such matter are directly adverse to yours, as long as such matter is not substantially related to our representation of RS. We agree not to represent any such clients in their assertion of claims against Republika Srpska.

6. Term of Engagement.

This Agreement shall enter into force on May 1, 2019 and continue for a term ending December 31, 2019. Republika Srpska has the right to terminate our representation at any time upon written notice, and all outstanding charges will become due at that time. We reserve the right to withdraw from the representation at any time consistent with the rules of professional responsibility governing attorneys in our jurisdiction. We may also suspend or terminate work on behalf of a client that does not pay our statements within 30 days after they are rendered. Our right to withdraw as counsel shall, of course, be consistent with the applicable rules of professional responsibility.

Upon the termination of this engagement, we will either make arrangements to return to you all copies or originals of documents or materials belonging to you or otherwise constituting client records, store them at your expense, or dispose of them. You agree that we may keep copies of any such files if we so choose. You also agree that our own internal files (including but not limited to firm administrative records, time and expense reports, personnel and staffing materials, accounting records, and related documents) and attorney work product (including without limitation drafts, notes, legal memoranda, and other legal and factual research reflecting our opinions and mental impressions) pertaining to this matter are our property and will not be delivered to you at the conclusion or upon the termination of our engagement.

7. Governing Law and Dispute Resolution.

Our engagement shall be governed by, and construed in accordance with, the laws of the State of New York, exclusive of the law of conflicts of laws.

All claims, actions or proceedings arising out of or relating to this engagement shall be heard and determined in the courts of Travis County, Texas, United States of America; however, nothing herein shall limit the right of the parties to stipulate and agree to submit any dispute to binding arbitration in lieu of litigation.

In the event of any inconsistencies between the English version and Serbian translation of this Engagement Agreement, the English version shall prevail.

INTERPOL

17.01-16/HT/18

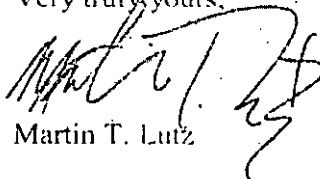
Republika Srpska  
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The terms of this engagement can be modified only by written agreement of all the parties hereto.

If the foregoing correctly reflects the terms and conditions of our engagement, please indicate your acceptance by executing this letter agreement in the space provided below and return it to our office.

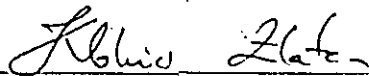
We are very pleased to have the opportunity to work with you on these matters. If you have any questions about the terms of our engagement, please do not hesitate to contact me at any time. We are very much looking forward to working with you and your colleagues.

Very truly yours,

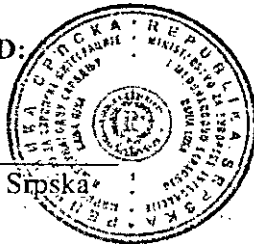


Martin T. Lutz

AGREED TO AND ACCEPTED:



For the Government of Republika Srpska



25.04.2019

Date