

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 David F Gencarelli 230 East Capitol Street, NE	2. Registration No. 6706
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3. Name of Foreign Principal CJSC Belarusian Oil Company BNK LTD.	4. Principal Address of Foreign Principal 4a-305 Leshinsky Street 220140, Minsk, Belarus 26-28 Hammersmith Grove MWB Business Exchange Centre Hammersmith, W6 7BA United Kingdom
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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
NA

b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

a) Principal address
NA

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 is exercised. It includes any person or group of persons exercising such authority in the name of a government, or in the name of 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.

CJSC Belarusian oil Company is in the business of refining of crude oil into petroleum products.

BNK LTD. government-owned is the energy trading arm of CJSC Belarusian Oil Company.

b) Is this foreign principal:

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

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

CJSC Belarusian Oil Company is wholly owned by the government the Republic of Belarus. It conducts its business on a purely commercial basis without subsidies from the government.

BNK LTD is wholly owned by the government of the Republic of Belarus and acts as the energy trading arm on behalf of the CJSC Belarusian Oil company. BNK LTD also conducts its business on a purely commercial basis without subsidies from the government.

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.

NA

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.

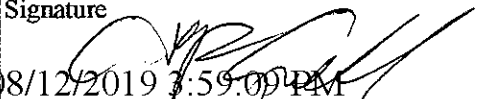
Date of Exhibit A	Name and Title	Signature
08/11/2019	David F Gencarelli, Gencarelli Group Received by NSD/FARA Registration Unit 08/12/2019 3:59:09 PM	

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.

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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 David F Gencarelli	2. Registration No. 6706
3. Name of Foreign Principal BNK LTD. CSJC Belarusian Oil Company	

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.

Consultant will assist client in its effort to obtain from OFAC a Special License permitting client to enter into commercial transactions with US entities, which license, though it is not needed at this time, will be needed as of October 25, 2019 to legally continue US-Belarus commercial activity if OFAC decides not to renew or does decide to affirmatively terminate the suspension of sanctions (see Belarus General License 2-F ;Effective October 24, 2018), which sanctions were imposed under Executive Order 13405 in 2006.

Consultant will use phone, e-mail and in-person meetings to communicate arguments and supporting information to those contacted.

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

As outlined in Section 7, consultant will use in-person meetings, phone communications and e-mail directed to officials of the US government and the US Congress to help client support its request to OFAC to issue a Specific License to engage in commercial activities with US entities.


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.

Consultant will use in-person meetings, phone communications and e-mail directed to officials of the US government and the US Congress to help client support its request to OFAC to issue a Specific License to engage in commercial activities with US entities.

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
08/11/2019	David F. Gencarelli Pres. Gencarelli Group	

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.

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN
BNK (UK) Limited
AND
DAVID. F. GENCARELLI, ESQ.
(AKA Gencarelli Group)**

This agreement is made on July 17, 2019, by and between David F. Gencarelli, Esq. of the Gencarelli Group, a consulting firm doing business in Washington, D.C., hereinafter referred to as the "Consultant," and a company BNK (UK) Limited, Great Britain, hereinafter referred to as the "Client" represented by its sole director, Mr. Andrei Dashutin, acting on the basis of the Charter, as in consideration of the mutual promises set forth herein, it is agreed by and between Consultant and Client

ARTICLE I-CHARACTER AND EXTENT OF SERVICES

- A. Consultant agrees to provide consulting services on behalf of the Client in accordance with the Scope of Services, attached hereto as Exhibit A, incorporated herein and made a part of this Agreement.
- B. In furtherance of the Client's business, the business of CJSC Belarusian Oil Company, its affiliated companies, and enterprises of Belneftekhim Concern, the Client may wish to retain the Consultant as an independent contractor to render consulting services. This Agreement provides for the retention of the Consultant as an independent contractor, and neither Consultant, nor his own employees and agents shall be considered employees of the Client for any purpose.
- C. The Client agrees to cooperate fully with the Consultant should such Cooperation be reasonable, in line and necessary to the furtherance of the services in Exhibit A.
- D. The person responsible for the activities coordination between the Consultant and the Client for the purposes of this Agreement is Adam Sikorski, Unimot SA. The activities coordination mentioned above means that Adam Sikorski assists the Client in a favourable solution for the Client of all organizational issues arising between the Client and the Consultant, controls the Consultant's compliance with the terms and conditions of the services rendered under this Agreement.

ARTICLE II--BILLING AND COMPENSATION

The Client shall pay the Consultant a monthly retainer for the services rendered provided receipt of the written reports as per the following tentative schedule:

- till 23.07.2019 – 18 750 (eighteen thousand seven hundred fifty) US dollars;
- till 10.08.2019 - 12 500 (twelve thousand five hundred) US dollars;
- till 10.09.2019 - 12 500 (twelve thousand five hundred) US dollars;
- till 10.10.2019 - 12 500 (twelve thousand five hundred) US dollars;
- till 10.11.2019 - 3 750 (three thousand seven hundred fifty) US dollars

The total amount of payments for services makes 60,000 (sixty thousand) US dollars. All payments should be made against invoices issued by the Consultant to BNK(UK) Ltd.

In addition, it is agreed that the Consultant will be reimbursed for all the documented expenses associated with his travel and pre-approved expenses incurred on behalf of the Client as part of the services rendering under this agreement in an amount not exceeding ten thousand US dollars (10 000 US dollars).

In order to reimburse Consultant for expenses with regard to his Warsaw trip to meet representatives of Belneftekhim Concern in June 24,2019 for initial consultations an additional amount of \$10 950 will be paid.

The payment should be effected against the Consultant's invoice in the form agreed by the Client.

The date of payment when remitting the money funds by the Client shall be the date of write-off of the money funds from the Client's account. The payment amount is the amount debited from the account of the Client. The Client shall carry no responsibilities for any payment transfer delays caused by US banks and authorities. All bank commissions and charges at beneficiary's bank are for beneficiary's account, all bank commissions and charges at payer's bank are for payer's account.

It is a mutual understanding that payments in US dollars from Client's Bank to the Consultant's account in US banks could appear to be not possible in which case both parties may consider to make payments in Euro to the third party's account in European banks with further transfer in US dollars to the Client's account.

The obligations under this Agreement shall be binding on any successors in interest to the Consultant and the Client in the event of any sale of the company or transfer of any controlling interest therein, merger, and substantial sale of assets, dissolution, bankruptcy or other liquidation event.

ARTICLE III -- REPORTING

The Consultant shall on a regular basis or at the requests from the Client, beginning from the month of transferring the first payment specified in Article II of this Agreement, provide the Client with a written report on the actions taken. The Consultant's report shall be submitted no later than on the fifth day of the month following the reporting month.

The Consultant shall provide the Client with a report in the form of a scanned document sent by e-mail to the address: adashut@belnaft.co.uk, grib@bnk.by, kobytko@bnk.by .

ARTICLE IV -- CHANGES

The Client, without invalidating this Agreement, may order changes in services within the general scope of this Agreement consisting of additions, deletions or other revisions. If such changes cause an appreciable increase or decrease in the contract cost or the contract time, an equitable adjustment shall be made. All changes in the services shall be authorized in writing and executed by the Consultant and the Client.

ARTICLE V -PLACE AND PERIOD OF PERFORMANCE

This Agreement will commence for purposes of lobbying services on _____ 2019 and be in effect until December 15, 2019.

A.D. D.C

This Agreement may be terminated by either party at any time after thirty days from the date of the Agreement conclusion upon 7 day's written notice of termination via registered mail. In the event of such a termination, Consultant shall be paid the value of services rendered and costs incurred to the date of termination.

ARTICLE VI--NOT A WARRANTY

Consultant agrees to use his best effort in the furtherance of the work described in Exhibit A. It is mutually agreed, however, that Consultant does not guarantee or warrant to the Client any particular favourable result of his efforts.

ARTICLE VII--ENFORCEMENT

- A. Any action at law or in equity or judicial proceeding for the enforcement of this Agreement, or any provision thereof, shall be resolved through binding arbitration. It is mutually understood and agreed that this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, United States of America.
- B. In the event legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to a reasonable amount for attorney's fees and court costs.

ARTICLE VIII-ENTIRE AGREEMENT

This document, and the attachments incorporated by reference herein, embodies the entire Agreement between the Client and the Consultant. There are no promises, terms, conditions or obligations of either party other than those contained herein. This Agreement shall supersede all previous correspondence, representations or agreements, either written or oral, between the parties.

IN WITNESS WHEREOF, the Consultant and the Client hereby place their hands.

David F Gencarelli
CONSULTANT

BNK (UK) Limited
CLIENT

Acknowledged and Agreed:
Adam Sikorski
RESPONSIBLE FOR THE ACTIVITIES COORDINATION

David F Gencarelli 18-7-19

Adam Sikorski A. DASKICKI



Exhibit A

Consultant, David Gencarelli will make best efforts to accomplish the following goal on behalf of BNK (UK) Limited:

1. Assist BNK (UK) Limited, CJSC Belarusian Oil Company, its affiliated companies, Belneftekhim Concern and the enterprises of Belneftekhim Concern to submit within two weeks after signing the Agreement an application to the U.S. Office of Foreign Assets Control (OFAC) (hereinafter – the Application) to obtain a license from the Agency to conduct commercial transactions in the United States for purchase of crude oil with delivery to the refineries in the Republic of Belarus and for sales of the petroleum products produced in the Republic of Belarus, where US individuals or corporations on the one side and BNK (UK) Limited, CJSC Belarusian Oil Company, its affiliated companies and the enterprises of Belneftekhim Concern are involved, including payments for such transactions in US dollars.

The Consultant shall provide copies of all the relevant correspondence and documents submitted with regard to obtaining the license to the Client.

2. Arrange a business meeting in September- October 2019 with representatives of US government agencies involved in a license issue decision-making process, with a possible presentation of the oil industry of the Republic of Belarus to support the request for the License provision.

3. to further support an Application submitted by interacting with representatives of US organizations concerned, providing them with additional information at theirs requests.

4. take best efforts to obtaining a decision on the Application rendered by the end of October 2019.

5. In case of issuing the OFAC license, Gencarelli Group, as it could be additionally discussed, may continue to advise BNK (UK) Limited, CJSC Belarusian Oil Company, and its affiliated companies, and the enterprises of Belneftekhim Concern regarding the compliance with the terms of the abovementioned license.

The parties will also hold consultations on the possibility of concluding a new agreement on the rendering services on the issue of the complete lifting of sanctions against Belneftekhim concern and its enterprises.

6. In the event of a negative response or non-response to the Application, the parties will hold consultations on the issue of re-submitting the Application.

IN WITNESS WHEREOF, the Consultant and the Client hereby place their hands.

David F Gencarelli
CONSULTANT

BNK (UK) Limited
CLIENT

Acknowledged and Agreed:
Adam Sikorski

RESPONSIBLE FOR THE ACTIVITIES COORDINATION

David F Gencarelli 18-7-19
Adam Sikorski / A. DAI
