

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 FARA Unit in Washington, DC. Statements are also available online at the FARA 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 .32 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, FARA 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
Potomac Partners DC

2. Registration Number
7164

3. Name of Foreign Principal
Republic of Panama

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. What is the date of the contract or agreement with the foreign principal? 05/03/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

we will help the foreign principal develop an advocacy strategy and facilitate meetings to advance the additional scope of work as well as other ongoing policy-related engagements with regard to the Distant Foreign Port designation for the Republic of Panama.

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

We propose to engage in the formulation and execution of a government relations strategy to advance the stated scope of work. We will advise on the development of a supportive advocacy narrative to be provided to U.S. government officials in the Legislative and Executive branches.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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 response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Political activities include lobbying, promotion and perception management for Panama to accomplish the scope of work as well as other ongoing policy-related engagements with regard to the Distant Foreign Port designation.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "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.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.


EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
05/13/2024	Richard Alcalde	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Richard Alcalde
_____	_____	<input data-bbox="889 541 959 581" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 669" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 709 959 749" type="text" value="Sign"/> _____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
5/13/24	Richard Alcalde	

**POTOMAC
PARTNERS DC**

April 16, 2024

Honorable Noriel Araúz
Administrator and Minister of Maritime Affairs
Panama Maritime Authority
Republic of Panama

Re: Federal Advocacy Services Proposal for the Panama Maritime Authority

Dear Minister,

Thank you for the opportunity to serve the Panama Maritime Authority (AMP) as your advocates in Washington, DC. We are pleased and privileged to continue our work with the Republic of Panama. The purpose of this engagement letter (the "Agreement") and the Terms that are incorporated into this letter by this reference (the "Terms") is to outline the nature and scope of the engagement. This Agreement and the Terms apply both to the policy-related engagement described in the list of services provided below, as well as other ongoing policy-related engagements with regard to the Distant Foreign Port designation for the Republic of Panama.

Engagement:

The objective of this engagement is to build good will and address any concerns that federal policymakers in Washington, DC may have with the Panama Maritime Authority. We will help AMP develop messaging for federal officials that demonstrate your commitment to a positive U.S.-Panamanian relations while also helping further educate U.S. government officials on Panama's shipping registry process and operations. Through this proposed engagement, we will work to counterbalance misinformation from a well-established lobbying network of other shipping registries and advocacy groups that have an on-going presence in Washington, D.C.

Strategy and Approach:

To advance our strategy we will work to build a cadre of supporters of U.S. federal government officials. We will foster regular dialogue with Members of Congress and the staff of the key committees of jurisdiction, House and Senate Leadership, and other influential members in both the House and Senate. We will leverage our maritime transportation advocacy experience and our close relationships with these Congressional Committees and agencies seen below:

- The House Foreign Affairs Committee

700 Penn Ave SE, Suite 320, Washington, DC 20003 • 202.544.4848 • Fax: 202.544.4229

- The Senate Foreign Relations Committee
- House Homeland Security Committee
- Senate Homeland Security Committee
- House & Senate Leadership
- Department of State
- Department of Commerce
- Department of Treasury
- Department of Transportation

While representing the registry we will also look to help AMP create partnerships or business opportunities with the U.S. government and the private sector.

With regards to other services during the Term (as defined below), PPDC advocates will provide the following:

1. Assist AMP in the development of messaging materials important for Congressional and U.S. government officials.
2. Enhance the image of AMP and the Panamanian shipping registry before the U.S. government and U.S.-based international bodies (UN).
3. Engage with Members of Congress and the Biden Administration to directly address issues of concern.
4. Keep you advised of discussions or proposed actions by the U.S. government related to the registry.
5. File all necessary federal lobbying disclosures for relevant PPDC advocates.

Staffing:

Rick Alcalde, President and CEO of Potomac Partners DC (PPDC) will serve as your lead advocate and responsible point of contact for the Services under this Agreement. While PPDC has a strong track record of leading successful efforts for its clients before the U.S. Government, we may seek to engage, when necessary, the use other lawyers and non-legal professionals to work under our direction to assist in performing our duties under this agreement to accomplish full success for AMP.

Term:

The term of this Agreement begins on the Effective Date and will continue for 3 months, upon which an assessment of the current project status will be conducted to determine the feasibility of completing the objective. At that time the agreement may be renewed by mutual agreement of both Parties.

Services Fee:

The cost of PPDC services will be a total \$150,000.00 USD to be made upon execution of the agreement. The Services Fee is inclusive of all amounts owed to the PPDC for the services, including expenses. Should travel to Panama become necessary, Panama Maritime Authority will also reimburse for any required travel expenses upon your approval. The payment of \$ 150,000.00 USD is due once the terms of the agreement are approved.

Other Terms and Acknowledgments:

The Parties agree and acknowledge as follows:

1. The Advocates agree to provide the Panama Maritime Authority with regular updates via text, email, in person, or on the phone, as reasonably practicable, on the progress made toward the achievement of the Objective.
2. Rick Alcalde will be the overall PPDC project manager and your primary point of contact.

Relationship of Parties. The relationship between Panama Maritime Authority and PPDC for purposes of this Agreement shall be that of independent contractor and not of employment or partnership. By entering into this Agreement, no Party is, in any way, assuming any liabilities, debts or obligations of any other Party, whether now existing or hereafter created. The Providers agree that, as independent contractors, they are each solely responsible for and will timely pay all taxes relating to the compensation received hereunder.

Entire Agreement; No Assignment. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

Notices. Any notice or other communication provided for herein or given hereunder to a Party must be in writing and must be given by delivery by email or by mail to the respective Party as follows:

Rick Alcalde
Presidente
Potomac Partners DC



Noriel Araúz
Administrator and Minister of Maritime Affairs
Panama Maritime Authority

