

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 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 online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 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 GRV Strategies LLC	2. Registration Number 7458
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3. Primary Address of Registrant
 731 Seaton Avenue, Alexandria, VA 22305

4. Name of Foreign Principal Baleira Limited	5. Address of Foreign Principal Evagora Papachristoforou 18, Petoussis Building, Office 001 Limassol CYPRUS 3030
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6. Country/Region Represented
 CYPRUS

7. Indicate whether the 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:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (*specify*) _____
- Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
- b) Name and title of official(s) with whom registrant engages

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.

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

- a) Name and title of official(s) with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. 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.

Business consulting and project management services

b) Is this foreign principal:

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

11. Explain fully all items answered "Yes" in Item 10(b).

12. 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

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
09/15/2025	Garrett Ventry	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Garrett Ventry
_____	_____	<input data-bbox="886 489 954 527" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 573 954 611" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 657 954 695" 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

9/12/2025 Garrett Ventuy Garrett Ventuy

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 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 GRV Strategies LLC	2. Registration Number 7458
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3. Name of Foreign Principal
Baleira Limited

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, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 09/02/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will provide strategic government relations services that also are of assistance to the Government of Cyprus. The services may involve media messaging, interaction with U.S. government officials and other opinion leaders, and related initiatives.

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

The registrant will provide strategic government relations services that also are of assistance to the Government of Cyprus. The services may involve media messaging, interaction with U.S. government officials and other opinion leaders, and related initiatives.

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

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.

GRV Strategies LLC may have interactions with U.S. Government official leaders related to the government relations and public relation services.

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

Yes No

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 to the date of registration 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

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 to the date of registration 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

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
09/15/2025	Garrett Ventry	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Garrett Ventry
_____	_____	<input data-bbox="889 541 959 581" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 665" 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

9/12/2025 Garrett Ventuy Garrett Ventuy

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the "Agreement"), effective 2 September 2025 is made by and between:

Baleira Limited ("Client")
Evagora Papachristoforou 18
Petoussis Building, Office 001
3030, Limassol, Cyprus
Attn: Kyriaki Ioannou, Director

and

GRV Strategies LLC ("Consultant")
731 Seaton Avenue
Alexandria, VA 22305
Attn: Mr. Garrett Ventry

- 1. Term:** The Term of this Agreement (the "Term") shall commence on 2 September 2025 (the "Effective Date"), and shall expire on COB 2 November 2025, unless earlier terminated in accordance with Paragraph 9 below. The Term may be extended only upon execution of a written amendment, signed by the authorized representatives of both parties.
- 2. Scope of Services:** During the Term, Consultant shall perform the services described in Appendix A (the "Services").
- 3. Compensation to Consultant:** In consideration for the Services performed under this Agreement, Client shall compensate Consultant in accordance with Appendix B.
- 4. Exclusivity and Conflicts of Interest:** Subject to this Paragraph 4, during the Term, Consultant may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place Consultant in a conflict of interest with Client. Further, Consultant hereby confirms that Consultant is not, as at the date of this Agreement, aware of any conflicts of interest with respect to this engagement and undertakes to promptly disclose to Client any actual or apparent conflicts of interest that arise in the course of any engagement undertaken by Consultant or its affiliates during the Term.
- 5. Confidentiality and Intellectual Property:** Consultant agrees that all documents, information, or communications (whether verbal or recorded) exchanged between Consultant and Client (including Client's officers, employees, contractors, or attorneys), and any information, work product, or other materials generated or received by Consultant in the course of performance of this Agreement, are confidential, and will not be disclosed by Consultant to any person except as authorized by Client, or as required by law (and if a disclosure pursuant to applicable law is anticipated or required, then Consultant shall, to the extent permitted by law, give Client as much notice of such disclosure as possible).

Consultant agrees that Consultant will not use any confidential information for any purpose other than performance of this Agreement. Consultant will return all copies of such information upon request; provided, however, that upon written notice to Client, Consultant may retain a copy, if and to the extent required by law. All product of the Services, including any deliverable, that Consultant produces in the performance of this Agreement shall be the sole property of Client, and may be used by Client without restriction. Consultant hereby represents and warrants that neither the Services nor any work product of Consultant, nor the use thereof by Client, shall infringe or violate the intellectual property rights or other rights of any third party. Consultant acknowledges and agrees that a breach of this Paragraph 5 would constitute irreparable harm to Client for which monetary damages alone would not be an adequate remedy. Accordingly, Client shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this Paragraph 5 by Consultant. This provision shall survive expiration or termination of this Agreement.

6. **Independent Contractor:** Consultant's Services shall be performed in the capacity of an independent contractor. This Agreement is not intended to establish an employer-employee relationship, or principal-agent relationship. Consultant is not authorized to commit Client or any Client affiliated person or entity to any cost, contract, or other obligation. Consultant is not authorized by this Agreement to act as a spokesperson or agent on behalf of Client in any public or private statement or informational materials, or in any media statement or interview, except as expressly authorized by Client.
7. **Compliance with Law:** In the execution and performance of this Agreement, Consultant confirms that Consultant has complied, and will comply, with all applicable laws and regulations, including, if applicable, the Foreign Agents Registration Act, 22 U.S.C 611 et seq., the Lobbying Disclosure Act, 2 U.S.C. 1601 et seq., and OFAC sanctions programs.
8. **Responsibility for Consultant Employees and Permitted Subcontractors:** Consultant shall be responsible for ensuring that Consultant's employees and any permitted subcontractors assigned to perform under this Agreement, if any, will comply with Paragraphs 4, 5, 6 and 7 of this Agreement. Without limiting the generality of this provision, Consultant shall include substantially identical provisions in the corresponding subcontracts or employment contracts. Nothing contained in this Agreement shall create any contractual relationship between Client and any permitted subcontractor and Consultant shall remain fully responsible and liable for the performance of each permitted subcontractor (and their employees where applicable) and for their compliance with the applicable terms and conditions of this Agreement.
9. **Termination:** This Agreement may be terminated by Client or Consultant at any time, without cause, and such termination shall be effective 10 (ten) calendar days after written notice. In the event of such termination, Consultant's compensation shall be prorated to the effective date of termination. Without prejudice to its other rights and remedies available to it under applicable laws, Client may also terminate this Agreement with immediate effect at any time by giving written notice to Consultant if Consultant is in breach of any express or implied term of this Agreement.

10. Governing Law; Disputes: This Agreement and any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be governed and construed in accordance with the substantive laws of the State of New York, without regard to any choice of law principles that would cause the law of another jurisdiction to apply, and settled exclusively by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The number of arbitrators shall be one, and the place of arbitration shall be Washington, D.C.

11. General Provisions:

- a. Consultant may not assign, subcontract, or otherwise transfer or deal with any of its rights, duties or obligations under this Agreement without prior written consent from the Client.
- b. The parties reserve all rights and remedies arising from a breach of this Agreement; provided, however, that Client shall not be liable to Consultant for any indirect, consequential, or punitive damages, irrespective of the nature of the claim or cause of action.
- c. Each party agrees to indemnify and hold harmless the other party for any losses, damages, liabilities, costs, and expenses arising from any negligent, reckless, or intentionally wrongful act of the indemnifying party.
- d. No failure or delay by a party in exercising any right or remedy shall operate as a waiver of these or any other rights and remedies.
- e. No modification of this Agreement shall be effective unless reflected in a written agreement executed by the parties.
- f. This Agreement reflects the entire agreement between Client and Consultant and supersedes any prior agreements with respect to this subject.

IN WITNESS WHEREOF, Client and Consultant have executed this Agreement by their duly authorized representatives.

By: 

For and on behalf of Client

By: 

For and on behalf of Consultant

APPENDIX A: SCOPE OF SERVICES

Strategic government relations services that also are of assistance to the Government of Cyprus. The services may involve media messaging, interaction with U.S. government officials and other opinion leaders, and related initiatives.

APPENDIX B: COMPENSATION AND PAYMENTS

In consideration for the Services performed under this Agreement, Client shall compensate Consultant during the Term as follows:

1. **Consulting Fee:** For the Services rendered pursuant to this Agreement, Client shall pay Consultant a fee of \$100,000 (US).

The Consulting Fee shall be payable in two equal parts, the first payment being on the date this Agreement is executed, and the last payment being on October 2, 2025.

2. **Expenses:** The Consulting Fee is inclusive of all expenses incurred by Consultant except that Client shall reimburse reasonable (business class or equivalent for airfare) travel expenses (travel, lodging, and meals) for travel that is approved in advance and in writing by Client.
3. **Invoices:** This Agreement shall constitute the invoice for the two consulting fee payments referenced above. Consultant shall provide Client with written invoices for all expense reimbursement requests. Upon request, Consultant shall provide records sufficient to support all reimbursement invoices for pre-approved expenses. Client shall pay Consultant's invoices within 30 (thirty) days of receipt.
4. **Payment Instructions:** Client shall make all payments and reimbursements required by this Agreement according to Consultant's written instructions (separately provided) for payments via electronic funds transfer.