

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 Checkmate Government Relations LLC	2. Registration Number 7534
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3. Name of Foreign Principal Panama Maritime Authority
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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? 10/06/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
 Government relations services

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9. 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 Foreign Principal and will provide government relations services by engaging and facilitating communications with U.S. officials and decision makers, non-government organizations, and other individuals within the U.S.

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

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.

The nature and method of performance of the contract will include strategic counsel and outreach with regard to government relations activity within the United States. This may include relevant outreach to government officials, non-government officials, and other individuals or entities within the United States. Additionally, it may include the dissemination of informational materials.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, including 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 register<sup>3</sup> 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 

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 register<sup>4</sup> 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 

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
10/17/2025	Frederick W. Vaughan	
_____	_____	_____
_____	_____	_____
_____	_____	_____

**CERTIFICATE OF CORPORATE RESOLUTION OF CHECKMATE GOVERNMENT RELATIONS, LLC AUTHORIZING RATIFICATION OF THE FOREIGN AGENTS REGISTRATION ACT AND APPOINTING CHARLES FRANKLIN MCDOWELL AND FREDERICK WATSON VAUGHAN AS SIGNATORY**

The undersigned being all of the Members and Managers of Checkmate Government Relations, LLC (the “Company”), do hereby consent to the adoption of the following resolutions, to have the same force and effect as a unanimous vote of the Members at a meeting of the Members scheduled to have been held on the date hereof:

WHEREAS, the Company has 7 Members, Charles Franklin McDowell IV, Isaac Nelson Dibrell Freeman, Frederick Watson Vaughan, Hampton Michael Billips, Lauren Briggs Henderson, John Easterling, and Douglas Boyette II (the “Members”), and 1 Manager: Charles Franklin McDowell IV (the “Managers”).

WHEREAS, the Company intends to file that certain Foreign Agents Registration Act registration (“the FARA”).

WHEREAS, the Company, by and through its Members and Managers, now wishes to ratify the FARA and approve such actions as may be necessary to carry out the terms of the Agreements and appoint two individual Members to execute such documents on behalf of the Company as may be necessary to carry out the terms of FARA.

NOW THEREFORE, the Company, by and through its Members and Managers, does hereby ratify, approve, agree, and resolve as follows:

RESOLVED, that the Company’s Members and Managers ratify the Agreements and if and to the extent that any action was taken on behalf of the Company without the necessary approval of the Members and Managers in connection with making and forming the FARA, that action is hereby ratified and shall be treated as if it were taken with all necessary approvals.

RESOLVED, that Charles Franklin McDowell IV and Frederick Watson Vaughan be and hereby are authorized, directed, and empowered to execute and deliver on behalf of the Company, without limitation, such agreements, FARA, and other instruments and documents in connection with the consummation and implementation of the FARA and the transactions contemplated thereby, as they deem appropriate, in their discretion, and to take from time to time, any actions necessary to perform the terms of the FARA.

This Consent may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Any signature that is sent or made by facsimile or electronic transmission shall be deemed to have the same force and effect as an original signature.

**IN WITNESS WHEREOF**, the Members and Managers of the Company have caused this Corporate Resolution to be subscribed in the name of the Company on this the 29th day of May, 2025.

**CONSTITUTING ALL OF THE MEMBERS:**



Charles Franklin McDowell IV



Isaac Nelson Dibrell Freeman



Frederick Watson Vaughan



Hampton Michael Billips

*Lauren Briggs Henderson*

Lauren Briggs Henderson



John Easterling

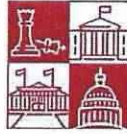


Douglas Boyette II

**CONSTITUTING ALL OF THE MANAGERS:**



Charles Franklin McDowell IV



**CHECKMATE**  
GOVERNMENT RELATIONS  
PUBLIC AFFAIRS

September 17, 2025

Luis Alberto Roquebert V.  
General Administrator  
Panama Maritime Authority

Dear Luis,

Thank you for the opportunity to provide the Panama Maritime Authority ("Client") with our firm's services. This letter constitutes the proposal of Checkmate Government Relations LLC ("CGR") to represent Client on government relations and public affairs matters in the United States. Upon both CGR's and Client's execution hereof, this letter will constitute our agreement (this "Agreement").

As compensation for the Services, Client shall pay to CGR a fee of one hundred ninety-five thousand and 00/100 Dollars (\$195,000.00) per month (the "Fee") for a term of five (5) months commencing October 1, 2025 (the "Term"). The Fee shall be payable on a monthly basis in advance on the first day of each month or upon receipt of invoice from CGR.

It is understood that CGR will use its best efforts and reasonable skill in furtherance of this representation and provision of the Services to Client. Client and CGR will comply with all applicable requirements of federal ethics regulations, federal registration and disclosure requirements, and federal election laws and regulations regarding activities undertaken during the term of this Agreement.

CGR agrees to maintain all aspects of this representation in the utmost confidence and to take all reasonable measures to protect the confidence of Client. All discussions between Client personnel and CGR staff will be kept confidential unless permission is expressly given by you or your representatives to disclose such information. This obligation of confidentiality shall survive the termination or expiration of this Agreement.

In addition to the Fee, Client will be responsible for any fees related to any registration and disclosure required of CGR and for reasonable expenses related to the representation by CGR on behalf of Client. It is understood that such fees and expenses will be paid within thirty (30)

days of receipt of invoice and any required supporting documentation detailing such fees and expenses.

As part of this Agreement, CGR may recommend to Client that Client join and/or sponsor certain organizations, to the extent permissible, and/or retain other outside assets, contractors, or service providers to accomplish the goals of the agreed-upon statement of work. If any of the aforementioned actions are taken by Client, fees, dues, and/or compensation of additional parties retained on behalf of Client shall be the financial responsibility of Client and shall not be part of the Fee covered by this Agreement between Client and CGR.

Client acknowledges that CGR has not made any promise or guarantee concerning the outcome or results of the Services or the total amount of fees and expenses which may be incurred by Client as those things are impossible to determine until the services have been completed.

The Services will be provided within the context of this Agreement. This Agreement is entered into pursuant to the laws of the State of North Carolina and the United States of America, which laws shall govern its interpretation and enforcement, without regard to conflicts of law principles. Any questions about the terms of this Agreement should be directed to your attorney. Any questions about the status of work by CGR on behalf of Client should be directed to the attention of myself or such person as I may direct to appropriately address your query.

CGR employs professionals who maintain licenses as attorneys, however, this Agreement is **not** a contract for legal services. It is understood, by virtue of this Agreement, that any such person employed by CGR is **not** forming an attorney-client relationship with you and is **not** being hired or held out to be acting in his capacity as an attorney for the course of your representation. Additionally, it is understood that CGR is **not** a law firm and does not offer legal services and that Client acknowledges that no one at CGR has provided Client with legal advice regarding the terms of this Agreement or any services provided by CGR to Client.

If any provision of this Agreement shall be deemed unenforceable, this Agreement shall be construed as if such provision were not a part of the Agreement and all other provisions shall remain enforceable. This Agreement may not be assigned without the prior written consent of the other party and any such assignment is binding on the parties hereto and their respective principals, successors, and assigns.

To indicate approval of this agreement and its effectiveness, please sign below where specified on behalf of the Panama Maritime Authority. We look forward to working with you.

Sincerely,



Charles F. McDowell IV  
Managing Partner  
Checkmate Government Relations LLC

Panama Maritime Authority



BY

LUIS ROQUEBERT

NAME

ADMINISTRATOR

TITLE

OCT. 6 | 2025

DATE