

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 <http://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: <http://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: <http://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, Counterespionage 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 Baron Public Affairs, LLC 7777 Bonhomme Ave., Suite 1800 St. Louis, MO 63105	2. Registration No. <div style="font-size: 2em; text-align: center;">6418</div>
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3. Name of Foreign Principal Democratic Party of Albania (through Muzin Capitol Partners, LLC)	4. Principal Address of Foreign Principal Bulevardi Zhan D'Ark no. 11 Tirana, Albania 1001
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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 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

b) Name and title of official with whom registrant deals

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

a) Principal address
 Bulevardi Zhan D'Ark no. 11
 Tirana, Albania 1001

b) Name and title of official with whom registrant deals Lulzim Basha, Chairman (through Muzin Capitol Partners, LLC)

c) Principal aim Support Democratic Party of Albania policies

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 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.

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

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

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

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
April 16, 2017	Jonathan Baron, Principal	/s/ Jonathan Baron 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 <http://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: <http://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: <http://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, Counterespionage 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 Baron Public Affairs, LLC	2. Registration No. <div style="font-size: 2em; text-align: center;">0418</div>
3. Name of Foreign Principal Democratic Party of Albania (through Muzin Capitol Partners, LLC)	

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.
See attached contract.

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

As an independent contractor to Muzin Capitol Partners, LLC, provide strategic public affairs consulting related to a political campaign strategy for the 2017 elections in Albania. Advise on promoting the vision and goals of the Democratic Party of Albania to business and political leaders in the U.S. Provide background research and draft materials for use by Muzin Capitol Partners, LLC and the foreign principal.

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.

See answer to question 8.

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
April 16, 2017	Jonathan Baron, Principal	/s/ Jonathan Baron 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.

SERVICES AGREEMENT

This services agreement (this "Agreement") shall be effective for all purposes as of the 7th of April 2017 by and between Baron Public Affairs, LLC (hereinafter referred to as "BPA") with offices at 901 15th Street, NW, Suite 625, Washington, DC 20005, and Muzin Capitol Partners (hereinafter referred to as "Client") with offices at 800 Stonington Road, Silver Spring, MD 20902.

Whereas, BPA is a limited liability company duly organized and existing under the laws of the District of Columbia to, among other things, perform services and act as strategic public affairs consultants, and

Whereas, Client desires those services be provided by BPA, which desires to provide said services.

Now, therefore, in consideration of the fees in paragraph "3rd" and other good and valuable considerations as set forth herein, the parties hereto agree as follows:

1st. BPA agrees to provide and Client agrees to pay for the consulting services performed under this Agreement as set forth in the Statement of Work (SOW), which is attached hereto and is incorporated by reference herein, and such other services as are mutually agreed in writing by the parties (collectively, the "Services"). BPA shall perform all Services in accordance with the terms of this Agreement and with the degree of care, skill and judgment normally exercised by professional firms and individuals with respect to services of a similar nature.

2nd. Both BPA and Client agree that BPA will act as an independent contractor in the performance of the Services under this Agreement. This Agreement calls for the performance of the services of BPA as an independent contractor and BPA will not be considered an employee of Client for any purpose. Client shall not be considered the employer or joint employer of BPA's employees or contractors. BPA shall be solely responsible for determining and enforcing labor policies concerning its work force, including without limitation, the hiring, firing, discipline and supervision of all its employees or contractors. BPA shall be solely responsible for any obligations relating to its employees or contractors, including without limitation, wages, benefits, taxes, expenses and worker's compensation and all other costs related to the employees or contractors necessary for the Services.

Except as contemplated by this Agreement, neither party has any authority hereunder to make any statement, representation, or commitment of any kind on behalf of the other party or to bind the other party to the performance of any duties, or accept any responsibilities on behalf of the other party. Neither party shall hold itself out to third persons as purporting to act on behalf of, or serving as the agent of, the other party, except as contemplated by this Agreement. Neither party shall enter into any contract or agreement on behalf of the other party without the other party's express written authorization.

3rd. Client agrees to pay to BPA, and BPA agrees to accept, as consideration for the Services in fees according to the schedule set forth below:

<u>Amount</u>	<u>Due Date</u>
<i>MM</i>	<i>MM/YY</i>

\$15,000	Upon Execution of Agreement
\$15,000	May 6
\$15,000	June 6

Client shall make payment only in U.S. dollars by check or wire transfer for all fees for Services consistent with the above schedule. BPA shall be required to submit invoices to Client in advance of collecting fees.

4th. It is expressly understood and agreed by and between the parties that over and above the agreed upon consideration for the Services, Client will pay all reasonable expenses incurred by BPA and its members, contractors, and employees which result directly from the provision of the Services, including but not limited to travel expenses. Notwithstanding anything in this Agreement to the contrary, BPA will not be eligible for reimbursement of any single such expense in excess of \$500 and/or cumulative expenses in excess of \$1,000 in any month if BPA did not obtain the prior written approval of Client.

5th. Client shall indemnify, defend, and hold BPA and its affiliates and its and their members, contractors, directors, officers and employees free and harmless from and against any and all claims, demands, losses, damages, fines, expenses, costs, actions, causes of actions, lawsuits, investigations, judgments, obligations and other liabilities of every nature brought by a third party (other than any officer, employee, agent or consultant employed by BPA or any of its affiliates) or arising directly or indirectly out of a third party claim, investigation or proceeding, including, without limitation, reasonable attorney's fees and costs, that are incurred in connection with or arising, directly or indirectly, from: (i) the providing of Services by BPA to Client consistent with the terms of this Agreement; (ii) violations of law by Client; or (iii) acts of gross negligence, recklessness, willful misconduct, or fraud by Client.

BPA shall indemnify, defend, and hold Client and its affiliates and its and their members, contractors, directors, officers and employees free and harmless from and against any and all claims, demands, losses, damages, fines, expenses, costs, actions, causes of actions, lawsuits, investigations, judgments, obligations and other liabilities of every nature brought by a third party (other than any officer, employee, agent or consultant employed by Client or any of its affiliates) or arising directly or indirectly out of a third party claim, investigation or proceeding, including, without limitation, reasonable attorney's fees and costs, that arise from (i) violations of law by BPA and/or its contractors; or (ii) acts of gross negligence, recklessness, willful misconduct, or fraud by BPA and/or its contractors.

The obligations of this Section shall survive indefinitely the termination or expiration of this Agreement.

6th. Neither party has made any representations, warranties, covenants, or promises relating to the subject matter of this Agreement except as set forth herein, and any prior agreements or understandings not specifically set forth herein shall be of no force or effect. This Agreement constitutes the entire agreement of the parties relative to the subject matter hereof.

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WITHOUT LIMITING OR RESTRICTING THE INDEMNIFICATION OBLIGATIONS UNDER PARAGRAPH 5TH, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR LOSS OF BUSINESS, WHETHER FORESEEABLE OR NOT), OCCASIONED BY ANY BREACH UNDER THIS AGREEMENT OR ANY OTHER CAUSE OR CLAIM WHATSOEVER, WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

- 7th. Either party may terminate this Agreement for any reason whatsoever, or for convenience, upon providing written notice to the other party. In the event that either party exercises its right of termination, such terminating party shall provide the other party with written notice of such termination. Client shall be fully responsible on a pro rata basis for any fees and expenses earned or incurred up through the effective date of termination. After the effective date of termination, no additional fees or expenses will accrue. Subject to the conditions of paragraph "12th" and any other applicable provisions, this Agreement shall expire at 5:00 P.M. E.T. on July 6, 2017, unless extended by mutual agreement of Client and BPA in writing.
- 8th. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto; provided, however, that this Agreement may not be assigned by any party without the prior written consent of the other party hereto. Client agrees that BPA may contract a portion of its obligations under this Agreement to such qualified subcontractors as BPA may choose, subject to the approval of Client, whose approval shall not be unconditionally withheld, conditioned or delayed.
- 9th. In the event an ambiguity or question of intent or interpretation arises under this Agreement, this Agreement shall be construed as if drafted jointly by the parties and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement.
- 10th. If any part of any provision of this Agreement shall be held to be invalid or unenforceable in any respect, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provision or the remaining provisions of this Agreement.
- 11th. Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.
- 12th. Termination or expiration of this Agreement is not a release and shall not relieve either party from any obligation under this Agreement which may have accrued prior thereto, including but not limited to all indemnification obligations specified herein.
- 13th. The term "Confidential Information" shall mean any and all confidential and/or proprietary knowledge, data or information of Client. By way of illustration but not limitation, "Confidential Information" includes (1) trade secrets, inventions, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how,

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improvements, discoveries, developments, designs and techniques; (2) information regarding plans for research, development, new products or services, marketing and selling, business plans, licenses, prices and costs, suppliers and customers, including customer lists and contacts; (3) financial information, budgets and unpublished financial statements and business and operational information, and (4) any other information that derives value from not being generally known to the public or within the field in which Client or Client competes. Notwithstanding the foregoing, "Confidential Information" shall not include any information that: (a) was in BPA's possession without confidentiality restriction prior to disclosure by Client hereunder; (b) was generally known to the public at the time of disclosure; (c) has come into the possession of BPA without confidentiality restrictions from a third party and such third party is under no obligation to Client to maintain the confidentiality of such information; or (d) was developed by BPA independently of and without reference to Confidential Information.

14th. At all times after the date hereof, BPA shall hold in strict confidence and shall not disclose, use, lecture upon, or publish any Confidential Information, except as such disclosure, use or publication may be required in connection with BPA's work for Client under this Agreement, or, is otherwise authorized in writing by Client; or, is required by law. BPA hereby assigns to Client any rights BPA may have or acquire to such Confidential Information and recognizes that all Confidential Information, as well as all work product developed by BPA specifically for Client in connection with the performance of the Services, shall be the sole property of Client. BPA shall require all contractors to sign confidentiality agreements protecting the Confidential Information of Client.

15th. This Agreement shall be construed and administered in accordance with the laws of the District of Columbia.

16th. All of the rights and remedies of the parties hereto shall be cumulative with, and in addition to, any other rights, remedies or causes of action allowed by law and shall not exclude any other rights or remedies available to either of the parties hereto. If either party commences legal proceedings to enforce the provisions of this Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party reasonable costs incurred in connection with such enforcement, including but not limited to, attorneys' fees, expenses and costs of investigation and litigation/arbitration.

17th. During the term of this Agreement and for a period of two (2) years after the termination of this Agreement for whatever reason, Client and BPA agree not to solicit any employee of the other party on behalf of any business enterprise, nor shall Client or BPA induce any employee or independent contractor associated with the other party to terminate or breach an employment, contractual or other relationship with the other party.

During the term of this Agreement and for a period of two (2) years after the termination of this Agreement for whatever reason, BPA shall not, directly or indirectly: (a) call on, solicit, take away, or attempt to call on, solicit, or take away any client of Client with whom BPA became acquainted during the term of this Agreement as the result of BPA's services for Client.

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Client and BPA hereby acknowledges (1) that Client or BPA will suffer irreparable harm if the other party breaches its obligations under this Section; and (2) that monetary damages will be inadequate to compensate for such a breach. Therefore, if Client or BPA breaches any of such provisions, then the other party shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions. Client and BPA hereby represents that neither is subject to any constraints, restrictions, or other legal or contractual impediments to or prohibitions against entering into this Agreement.

18th. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single Agreement. This Agreement may be executed through delivery of duly executed signature pages by facsimile or electronic transmission.

19th. All notices, requests, demands and other communications hereunder shall be in writing, shall be deemed to have been duly given or made as follows: (a) if sent by registered or certified mail, in the United States, return receipt requested, upon receipt; (b) if sent by reputable overnight air courier (such as FedEx), one business day after mailing; (c) email; or (d) if otherwise actually personally delivered, when delivered; and shall be delivered to the appropriate party at the address, including email address, attributed to such party on the signature page to this Agreement. Either party may, by written notice delivered to the other party pursuant to this paragraph "19th", change the address to which delivery shall be made.

[THIS AREA INTENTIONALLY LEFT BLANK]

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In witness whereof, the parties hereto have set their hands.

MUZIN CAPITOL PARTNERS

Attention: Nick Muzin,
800 Stonington Road
Silver Spring, MD 20902
nick@muzincap.com

By: 

(Signature)

Nicolas Muzin, CEO
(Print Name and Title)

Date: Apr. 6, 2017

BARON PUBLIC AFFAIRS, LLC

Attention: Mr. Jonathan M. Baron
901 15th Street, NW, Suite 625
Washington, DC 20005
E-mail: jmb@baronpa.com

By: 

(Signature)

Jonathan M. Baron, President

Date: APRIL 7, 2017

**Baron – Muzin Capitol Partners
Statement of Work (SOW) #20170407-01**

Baron Public Affairs, LLC ("Baron"), with offices at 901 15th Street, NW, Suite 625, Washington, DC 20005 ("Baron"), and Muzin Capitol Partners with offices at 800 Stonington Road, Silver Spring, MD 20902 ("Client"), agree that the following shall serve as a Statement of Work under and subject to the Services Agreement between the parties, dated April 7, 2017 (the "Agreement"). The Agreement is incorporated by reference herein.

1. **Purpose.** The purpose of this SOW is for Baron to produce strategy, written documents and recommendations to Client about foreign political figures and foreign policy issues.
2. **Assumptions, Specifications and Requirements.** Client will work closely with Baron staff, including being responsive to Baron communication.
3. **Scope.** Baron shall provide to Client following Deliverables:
 - a. Project timetable, including milestones for both the Client's foreign policy related work and also Baron's delivery to Client of key documents.
 - b. Documents to be determined in coordination with Client, likely including a combination of the following: memoranda, background briefs, news clips, draft op-eds to be authored by other parties, and other written collaterals.
 - c. Written and oral advice on policy topics and related political dynamics.

Baron will not be responsible for direct outreach to third parties on behalf of Client, or Client's clients. Baron's responsibilities will be limited to communication between Baron and Client.

4. **Fees.** Baron shall perform all Services and deliver all Deliverables set forth in this SOW on a monthly retainer basis as follows:

\$15,000 per month, for three months, beginning April 7, 2017.

5. **Acceptance and Completion Criteria.**

Client will provide information, analysis, and other materials to Baron on a timely basis.

6. **Payment Terms.** The payment terms for the SOW shall be as follows:

Invoice	Date	Amount
Invoice 1	Contract signature date	\$15,000 (Fee for month 1)
Invoice 2	May 6, 2017	\$15,000 (Fee for month 2)
Invoice 3	June 6, 2017	\$15,000 (Fee for month 3)

Payment will be remitted within 30 days of receipt of invoice.

IN WITNESS WHEREOF, Baron and Client have caused this Statement of Work to be executed by their duly authorized representatives:

BARON PUBLIC AFFAIRS, LLC

Date: APRIL 7, 2017

By: Jonathan M. Baron

Title: President

MUZIN CAPITOL PARTNERS

Date: Apr. 6, 2017

By: 

Title: CEO

