

OMB No. 1124-0006; Expires July 31, 2023

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 in print and 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<br>Blue Star Strategies, LLC | 2. Registration Number<br>6587 |
|--|--------------------------------|

|   |
|---|
| 3. Primary Address of Registrant<br>888 17th Street NW<br>Suite 800<br>Washington, DC 20006 |
|---|

|  |   |
|--|---|
| 4. Name of Foreign Principal<br>Mr. Nikolai Zlochevsky (through Burisma Holdings, Limited) | 5. Address of Foreign Principal<br>Reitarska 29 Apartment 26<br>Kiev<br>UKRAINE 01030 |
|--|---|

|  |
|--|
| 6. Country/Region Represented<br>Ukraine |
|--|

7. Indicate whether the foreign principal is one of the following:

Government of a foreign country<sup>1</sup>

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 Ukraine

8. 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 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 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.

Mr. Zlochevsky is an oil and gas executive

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

---

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.

---





OMB No. 1124-0004; Expires July 31, 2023

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

Blue Star Strategies, LLC

2. Registration Number

6587

3. Name of Foreign Principal

Mr. Nikolai Zlochevsky (through Burisma Holdings 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, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal?
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Beginning in November 2015 and continuing through the relevant period of 2016, Blue Star Strategies, registrant, was working on behalf of Burisma Holdings Limited (Burisma), a Ukrainian energy company, to further its commercial interests. Mr. Zlochevsky was a principal of Burisma at that time. Registrant was asked in 2016 to help schedule meetings with U.S. Government officials so counsel for Mr. Zlochevsky could present an explanation of certain adverse proceedings in the U.K. and Ukraine involving Mr. Zlochevsky. Registrant scheduled 2 meetings, and a representative of registrant accompanied counsel for Mr. Zlochevsky to the meetings. Registrant did not have a written agreement or letter creating any engagement on behalf of Mr. Zlochevsky, and no compensation for Blue Star Strategies' assistance was provided by Mr. Zlochevsky. For transparency, and pursuant to guidance from Department of Justice personnel, registrant is herewith providing a copy of the agreement it had with Burisma during the relevant period, as well as information about registrant's receipts and disbursements during the period when it was helping with meetings with U.S. Government officials related to Mr. Zlochevsky as described above. All such activity began and ended in 2016.

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

Registrant is not engaging in, or proposing to engage in, any activity involving assistance to Mr. Zlochevsky. All activity relating to the filings on this date occurred in 2016.

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.

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

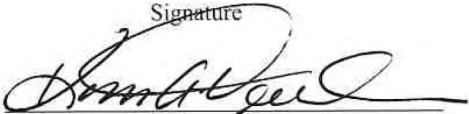

Please see response to question 8. Registrant engaged in activities described above and below in 2016. The assistance in setting up the 2 meetings was indirectly in the interest of Burisma, but was primarily in the interest of Mr. Zlochevsky. The assistance provided to set up the two meetings, relative to the scope of work performed for Burisma, represent a very small portion of registrant's receipts and disbursements.

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

| Date          | Contact           | Method          | Purpose   |
|---------------|-------------------|-----------------|---|
| February 2016 | Amo Hochstein     | email & meeting | To introduce Mr. Zlochevsky's attorney so he could present an explanation of the adverse proceedings in the U.K. and Ukraine involving Mr. Zlochevsky |
| March 2016    | Catherine Novelli | email & meeting | To introduce Mr. Zlochevsky's attorney so he could present an explanation of the adverse proceedings in the U.K. and Ukraine involving Mr. Zlochevsky |

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  |
|---------------------|-----------------------------|--|
| <u>12 May 2022</u>  | <u>KAREN A. TRANMONTANO</u> |  |
| <u>May 12, 2022</u> | <u>Sally Pantis</u>         |  |
| <u> </u>            | <u> </u>                    | <u> </u>   |
| <u> </u>            | <u> </u>                    | <u> </u>   |

12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> 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 |
|---------------|---------------------------|---|-----------------------|
| March 2016    | Burisma Holdings, Limited | Monthly retainer fee for the scope of work provided to Burisma Holdings Limited a small* portion of which was allocated to scheduling a meeting for Mr. Zlochevsky's attorney | \$30,000*             |
| April 2016    | Burisma Holdings, Limited | Monthly retainer fee for the scope of work provided to Burisma Holdings Limited a small* portion of which was allocated to scheduling a meeting for Mr. Zlochevsky's attorney | \$30,000*             |
|               |                           |   | 60,000                |
|               |                           |   | Total                 |

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes  No

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

| Date | Recipient | Purpose | Amount |
|------|-----------|---------|--------|
|      |           |         | Total  |

<sup>1</sup> "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.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.





## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is between **Burisma Holdings Ltd.** (the "Client"), an independent oil and gas company, with principal place of business at Archiepiskopou, Makariou III, 155 PROTEAS HOUSE, 5<sup>th</sup> floor, 3026, Limassol Cyprus, and **Blue Star Strategies, LLC** (the "Firm"), a limited liability company with its principal place of business at 888 17th Street, NW, Suite 800, Washington, D.C. 20006, USA. For purposes of this Agreement, the Client and the Firm are referred to singularly as "the Party" or collectively as "the Parties". The Parties hereby agree to the following terms and conditions:

### AGREEMENT

#### 1. SERVICES

Under the terms of this Agreement, the Firm agrees to provide to the Client independent professional consulting services ("Services") as follows:

- Provide government relations assistance to the Client in the U.S. and Ukraine;
- Communicate to officials about the Client's business and its economic importance to Ukraine; and
- Prepare brief written reports as requested by the Client.

#### 2. OBLIGATIONS OF THE FIRM

- A. The Firm shall perform its responsibilities under this Agreement in an ethical and business-like manner and as per requirements and/or guidance of the Client and in its best interests.
- B. The Firm shall submit all reports required of it by applicable federal and state disclosure and/or reporting laws.

#### 3. OBLIGATIONS OF CLIENT

- A. Assisting with Government Disclosures by the Firm: Where applicable, the Client recognizes that the Firm may periodically be required to file federal and disclosure forms in the U.S. which may require the Client's signature.

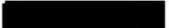
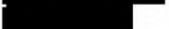
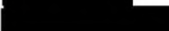
- B. Non-payment: The Client acknowledges that any failure to timely remit payments due under this Agreement constitutes a material breach hereof.

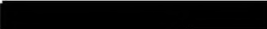
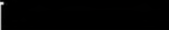
4. COMPENSATION

- A. Monthly Retainer Fee: The Client agrees to pay the Firm a Monthly Retainer Fee of US\$30,000 (thirty thousand U.S. dollars), exclusive of all expenses. The Monthly Retainer Fee is exclusive of value-added tax (VAT) and out-of-pocket business expenses. Any expenses exceeding US\$500 (five hundred U.S. dollars) shall be pre-approved by the Client in advance of being incurred.
- B. Payment Schedule: Payment of the Monthly Fee is due upon receipt of the Firm's invoice. The first invoice shall include the first two months of the Monthly Retainer Fee, in the amount of \$60,000 (sixty thousand U.S. dollars). Should the Client allow its account to fall more than thirty (30) days in arrears, the Firm retains the option of suspending its Services and those of subcontractors called for in this Agreement until payment arrangements are made to the reasonable satisfaction of the Firm.
- C. Payment by Check: If the Client chooses to remit payment in the form of a check, please make payable to:

Blue Star Strategies, LLC  
888 17<sup>th</sup> Street NW, Suite 800  
Washington, DC 20006, USA  
Attn: Sally Painter

- D. Payment by Wire: If the Client chooses to remit payment by wire transfer:

Receiving Bank:   
Receiving Bank Swift:   
Beneficiary Bank: 

Account Name:   
Account Number: 

- E. Invoices: The Firm agrees to send all invoices to the Client. Such invoice must be original and will contain a detailed statement (report) of the work and tasks performed by the Firm hereunder, as well as receipts and/or other appropriate documents for all items for which the Firm requests reimbursement. The Client shall pay for appropriately documented and approved fees within thirty (30) days of receipt. Invoices should be mailed to:

Burisma Holdings Ltd.  
10-A Ryleyeva St., Office 424

Kyiv 04073, Ukraine  
Attn: Vadym Pozharskyi  
[REDACTED]

**5. ASSIGNMENT**

The Firm shall not assign this Agreement or any of its rights or obligations hereunder without the express prior written approval of the Client. This Agreement shall bind and inure to the benefit of the Parties, and their respective successors and assigns permitted, as provided in this section.

**6. CONFIDENTIALITY**

The Firm and the Client agree that they will hold in confidence and will not utilize in any manner the content of this Agreement and any information whatsoever of a restricted or confidential nature concerning the activities or business of the other, unless such disclosure: (a) is mutually agreed upon in writing; (b) is reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder, and then is made only to the minimum extent necessary to carry out such obligations; (c) pertains to information which had generally become known to the public other than through the disclosure thereof by the disclosing party; (d) is made to attorneys, accountants or other professional advisors of the disclosing party under confidentiality agreements substantially similar to this one; or (e) pursuant to compulsory legal process, provided that the disclosing party has opportunity to seek a protective or similar order and only the minimum information is disclosed to comply with such legal process. "Confidential information" means any (a) information designated by the other party in writing as confidential, proprietary or restricted, and (b) any information of which the receiving party knows or should reasonably know that (i) the disclosing party treats as confidential or proprietary, or (ii) public disclosure can or will negatively affect the interests of the other party. The terms of this Section 6 shall survive the termination of this Agreement.

**7. WORK PRODUCT**

Any and all Work Product developed or generated under this Agreement per Section 1 herein shall be owned by the Client unless otherwise agreed with the Firm.

**8. NOTICES**

All notices required or authorized by this Agreement shall be given in writing and shall contain a reference to this Agreement. All such notices shall be deemed effective when they are either served by personal delivery, or sent, postage pre-paid, by registered or certified mail to the receiving Party at the following address:

If to the Firm: Blue Star Strategies, LLC  
888 17th Street, NW, Suite 800  
Washington, DC 20006 USA  
Attn: Sally Painter  
[REDACTED]

If to the Client: Burisma Holdings Ltd.  
10-A Ryleyeva Str., Office 424  
Kyiv 04073, Ukraine  
Attn: Vadym Pozharskyi  
[REDACTED]

**9. RESOLUTION OF DISPUTES**

The Firm and the Client agree to make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with this Agreement. Any dispute, controversy or claim arising out of or relating to this Agreement, which cannot be settled amicably within sixty (60) days, shall be settled by arbitration in accordance with the rules of the American Arbitration Association as presently in force. The place of arbitration shall be agreed by the parties in writing within ten (10) days from the above-mentioned 60 day period, or if no agreement is reached, shall be determined by the arbitral tribunal, having regard to the circumstances of the arbitration. The language to be used in the arbitral proceedings shall be English. The Parties hereto agree to be bound by any arbitration award rendered in accordance with this provision as the final adjudication of any dispute arising under this Agreement.

**10. PRIVILEGES AND IMMUNITIES**

Nothing in this Agreement or relating thereto shall be construed as constituting a waiver of the privileges and immunities of the Parties.

**11. AMENDMENTS**

This Agreement may only be amended in writing signed by the Client and an executive officer of the Firm, explicitly stating that the writing is intended to amend this Agreement.

**12. DURATION AND TERMINATION**

A. Term and Renewal: This Agreement shall commence on November 1, 2015 ("the Start Date") and continue until October 31, 2016 ("Initial Term"). This

Agreement shall automatically renew and continue on a six month basis until renewed or terminated by either Party pursuant to the terms herein.

- B. Either Party may terminate this Agreement for cause upon the other Party's breach or default of any provision of this Agreement unless such breach or default is corrected or cured within thirty (30) days after receipt of written notice thereof from the other Party.
- C. Either Party may terminate this Agreement for cause immediately, in the event that the other Party: (i) is the subject of a voluntary or involuntary petition in bankruptcy; (ii) is or becomes insolvent; or (iii) ceases to pay its obligations or conduct business in the normal course.
- D. Following the expiration of the Initial Term, the Client may terminate the Agreement upon the provision, in writing, of no fewer than sixty (60) days' notice. Termination pursuant to this paragraph does not release Client or the Firm from any ongoing disclosure or reporting requirements either might have under this Agreement or any amendments hereto or of any obligation of the Client to provide compensation for any and all Services provided on behalf of the Client, which shall be pro-rated for any partial month.

### **13. WAIVER**

The failure of either Party to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver by either Party to this Agreement, either express or implied, of any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.

### **14. RELATIONSHIP OF THE PARTIES**

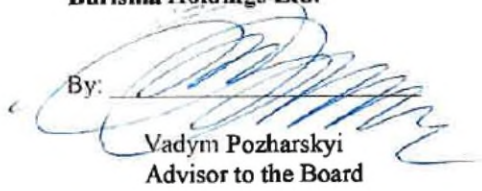
The Firm is an independent contractor. All persons employed by the Firm in the performance of the Agreement shall perform under the control and direction of the Firm and shall under no circumstances be considered employees of the Client.


\*\*\*

We, the undersigned, hereby agree that these terms and conditions constitute the entire Agreement governing the business relationship between the **Burisma Holdings Ltd.** and **Blue Star Strategies, LLC** for the purpose of delivery of the Services agreed above, which is made effective as from the Start Date above.

**Burisma Holdings Ltd.**

**Blue Star Strategies, LLC**

By:   
Vadym Pozharskyi  
Advisor to the Board

By:   
Sally Painter  
Chief Operating Officer

Date: 11/11/2015

Date: Nov. 18, 2015