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OMB No. 1124-0006; Expires April 30, 2017

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	2. Registration No.
Glover Park Group, LLC 1025 F St. NW, 9th Floor Washington, DC 20004	5666

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
Embassy of Spain	2375 Pennsylvania Avenue NW Washington, DC 20037

5. Indicate whether your foreign principal is one of the following:

- ☒ Government of a foreign country [1]
- ☐ 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 _____

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

a) Branch or agency represented by the registrant

Embassy of Spain

b) Name and title of official with whom registrant deals

Mr. Santiago Cabanas Ansorena, Ambassador to the United States

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

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

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.

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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.

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.)*

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.

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	
October 11, 2019	Joel Johnson, Managing Director	/s/ Joel Johnson	Sign eSigned

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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	2. Registration No.
Glover Park Group, LLC	5666

3. Name of Foreign Principal

Embassy of Spain

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.

Registrant will provide the Embassy of Spain with communications-related consulting services.

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

Registrant will provide the Embassy of Spain with communications-related consulting services.

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.

Registrants activities may include support for outreach to representatives of media organizations and/or other individuals involved in legislative, public policy or public affairs matters.

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
October 11, 2019	Joel Johnson, Managing Director	/s/ Joel Johnson Sign 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.

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CONTRACT (MINOR SERVICE)

In Washington, DC , September 27th of 2019

Mr. Santiago Cabanas Ansorena Ambassador of Spain in Washington, DC acting on behalf of and in representation of Spain (hereinafter, "The Administration").

And Ms. Michele Soho, Chief Operating Officer and Authorized Signatory of The Glover Park Group, LLC (Glover Park Group), with offices at 1025 F St. NW, 9th floor Washington DC, 20004 acting on behalf of and in representation of the company Glover Park Group with headquarters in 1025 F st. NW, 9th floor Washington DC, 20004 with a DUNS number identification 039850271 (hereinafter, "The Contractor").

Both Parties recognize each other's competence and capacity to formalize the present contract, the decision to award which was taken on September 27th of 2019, to be funded from the budgetary assignment 12.01.22.142 A.227.06.

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FIRST. Contract goal

The Contractor commits to provide the Embassy of Spain in Washington, DC ("Embassy") with communications-related consulting services for one month.

SECOND. Contract price and payment method

a) The total price agreed upon for the execution of all the services covered by the contract is set at US$ 15,500. The contractor is exempted of paying VAT.

b) The price will include all expenses, licenses, fees, taxes and duties, that are associated with or may be associated with the services covered by the contract during its term.

c) The total price agreed in this contract will not be subject to revision.

d) Payment will be made in full within ten days following the end of the execution period pursuant to the third clause of this contract. Payment will be made in local currency (US Dollars).

THIRD. Term of execution

The month-long consulting period may be activated at the request of the Contracting Administration throughout the month of October of the same year, with the Contracting Administration giving the Contractor notice one week before the start date of the requested and contracted work. This term will not be extended or renewed.

FOURTH. Contractor obligations

a) The work will be executed by the Contractor in accordance with the instructions received from the Contracting Administration.

Supervision of the service will correspond to the owner of the Contracting Administration.

b) In the event that any tangible product is derived from the work related to this service, it will remain the property of the Spanish State and the Contractor will not be able to use it for itself or provide it to third parties, nor disclose all or part of its content.

c) The Contractor commits to control, for security reasons, the graphic or written documentation of the premises and facilities, exercising the necessary control to prevent its disclosure.

The Contractor commits to respect the confidential nature of the information to which it will have access during the execution of the contract.

d) The Contractor shall obtain all the permits, authorizations and licenses required for the performance of the service contracted, as well as for social security or similar expenses.

e) It is understood that Contractor may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA"), on behalf of the Embassy and thereafter will be required to file the reports required by FARA, detailing certain of its activities on the Embassy's behalf. Contractor will consult with and secure approval from the Embassy prior to undertaking such activities, and will notify the Embassy prior to such registration. It is further understood that Contractor will comply with all Federal statutes, regulations and ethics rules, governing its activities on behalf of the Embassy, with the United States Congress and Federal Executive Branch departments and agencies.

FIFTH. Modification of the contract

Modification of the terms of this contract is not allowed.

SIXTH. Contract resolution

The Contracting Administration may terminate the contract with no obligation other than the payment of the service actually rendered, without the need for notification or judicial or extrajudicial request, in the following cases:

- Bankruptcy declaration or declaration of insolvency by the Contractor in any other process, as well as the extinction of its legal personality or death or incapacity occurring in the case of individual Contractor.
- Breach of the clauses of this contract, in particular, interruption of the provision of the service without sufficient cause or for the contractual term.
- Assignment of the contract or subcontracting, in whole or in part, without prior authorization from the Contracting Administration.

The contract can be resolved by mutual agreement between the parties, provided that none of the previous causes of resolution is present.

SEVENTH. Applicable legislation and jurisdictional regime

a) The Contractor makes express submission to Law 9/2017, of November 8, on Contracts of the Public Sector, by which the Directives of the European Parliament and Council 2014 / 23UE and 2014/24 / are transposed into Spanish law. EU, of February 26, 2014, published in BOE nº 272, of November 9, 2017.

b) The litigious issues that arise in the execution of the contract will be resolved by mutual agreement between the parties. This contract is administrative in nature. With regard to the resolutions that are dictated in the development of this contract, the Contractor may appeal in defense of its rights in the contentious-administrative jurisdiction.

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EIGHTH. Enumeration of the documents that make up the contract

Contractual document
Approval of expenditure (without prior audit)
Certificate of existence of sufficient and adequate credit: RC document

In proof of consent with the foregoing, which both parties have read and understand, we hereby sign this document in triplicate, in the place and date previously expressed.

FOR THE ADMINISTRATION:



FOR THE CONTRACTOR:

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