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U.S. Department of Justice
Washington, DC 20530

OMB No. 1124-0006; Expires May 31, 2020

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .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, 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 and Address of Registrant

S.G.R. LLC Government Relations and Lobbying, 1775 I St. NW, Suite 410, Washington D.C. 20006

2. Registration No. 6379

3. Name of Foreign Principal
Government of Catalonia

4. Principal Address of Foreign Principal
c/o Delegation of the Government of Catalonia to the United States
1050 K Street NW, Suite 325
Washington, DC 20001

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

Delegation of the Government of Catalonia to the United States

b) Name and title of official with whom registrant deals

Andrew Davis, Head of Delegation

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

a) Principal address
NA

b) Name and title of official with whom registrant deals NA

c) Principal aim NA

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.

NA

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.)*

NA

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.

NA

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
8-28-17	James G. Miller	

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Washington, DC 20530

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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 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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 .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, 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	2. Registration No.
S.G.R. LLC Government Relations and Lobbying	6379

3. Name of Foreign Principal

Government of Catalonia

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.

SGR will work with the Government of Catalonia to support its ongoing communication efforts and to strengthen relations between the governments and business communities of Catalonia and the United States.

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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.

Activities may include meetings with media organizations, business chambers and organizations and legislative and executive branch officials and staff, to broaden government outreach and to facilitate relations within the scope and powers of the Government of Catalonia, with the United States. SGR will conduct research on issues of concern to the principal and provide counsel to the principal with regards to aforementioned groups.

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.

SGR will perform activities to keep policymakers and media aware and updated on political and economic context in Catalonia.

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
8-28-17	James G. Miller, Principal	

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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SGR) **Government Relations**
Lobbying

Andrew Davis, Ph.D.
Head of Delegation
Delegation of the Government of Catalonia to the United States
1050 K Street NW, Suite 325
Washington, DC 20001

August 15, 2017

Dear Mr. Davis,

We are pleased to join your team and to begin working with the Government of Catalonia over the coming months. Following our recent conversations, please find below the basic terms of agreement between S.G.R. LLC Government Relations and Lobbying ("SGR") and the Government of Catalonia ("CLIENT").

1. Scope of Employment: SGR will work with the Government of Catalonia to support its ongoing communication efforts and to strengthen relations between the governments and business communities of Catalonia and the United States.

2. Term: The engagement will begin on Aug. 15, 2017 and will continue in force through November 14, 2017, at which time the engagement can be extended upon mutual agreement of the parties.

3. Compensation: As compensation for the performance of the services described above, SGR will be paid USD 60,000 for the first three (3) month period and USD 20,000 per month thereafter.

   Payment is due within 30 days. Approved expenses will be invoiced separately. All payments can be wired to:

   Wells Fargo Bank N.A.
   1300 I St. NW
   Washington DC 20005
   Swift Code: [redacted] / ABA Routing #[redacted]
   Credit to: S.G.R. LLC, GOVERNMENT RELATIONS AND LOBBYING
   Account [redacted]

4. Termination of Services: Either party may terminate this engagement with 30-days written notice after the initial 90-day period.

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5. Compliance: In connection with the performance of this Agreement, all parties agree to comply with all applicable laws. These include the anti-corruption laws of the United States, including laws governing domestic and international requirements such as 18 U.S.C. § 201 and the Foreign Corruption Practices Act, and similar laws in any applicable jurisdiction. No party, and no director, officer, employee, or agent thereof, will, directly or indirectly, (a) pay, offer, give, promise, or authorize the payment of, anything of value to: (1) any government official or an officer or employee of a government or any department, agency, or instrumentality of any government; (2) any officer or employee of a public international organization; (3) any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or public international organization; (4) any political party or official thereof or any candidate for political office; (5) any state-owned or state-operated entity or officer, employee, or other person acting on behalf of such entities; (6) or any other person at the suggestion, request, or direction or for the benefit of any of the above-described person in violation of anti-corruption, anti-money laundering, or other applicable laws; or (b) engage in any other acts or transactions in violations of such laws.

   In addition, the parties agree to comply with the International Emergency Economic Powers Act, 50 U.S.C. § 1701, and the sanctions and embargoes administered by the United States Department of the Treasury, Office of Foreign Assets Control. The parties represent that they, and their principals and agents, are not identified on any list maintained by the U.S. government that restricts their ability to conduct business with U.S. persons, and that they will not enter into any transactions with any persons identified on such lists in the performance of this Agreement.

   Further, the parties agree that SGR may have certain obligations under the Lobbying Disclosure Act ("LDA") or the Foreign Agents Registration Act ("FARA") in connection with the performance of the Agreement. The parties agree that SGR may take all necessary actions to comply with the LDA and FARA and disclose such information as may be required under the LDA and FARA.

6. Liability and Indemnity: In no event shall SGR or its principals, affiliates, or personnel be liable to CLIENT, whether for claim in tort, contract, or otherwise, for any amount in excess of the total professional fees paid pursuant to the engagement except to the extent finally judicially determined by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from the gross negligence, willful misconduct, or fraudulent behavior in breach of this Agreement by SGR or its affiliates relating to such services.
   CLIENT will indemnify and hold harmless SGR, its principals, affiliates, and personnel against any and all liability, claims, suits, losses, costs, and legal fees caused by, arising out of, or resulting from the engagement provided that any such damages are not caused by SGR, its principals, affiliates, or personnel. These costs and fees shall be advanced monthly to SGR as it incurs them. The CLIENT shall only be responsible for legal fees and costs incurred by attorneys whom it and SGR mutually agree to select to

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provide representation in matters related to this engagement. The costs of any such indemnification shall be borne by CLIENT.

7. Governing Law: This Agreement shall be governed by the laws of the District of Columbia both as to interpretation and performance.

S.G.R. LLC GOVERNMENT RELATIONS AND LOBBYING

James G. Miller

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