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OMB No. 1124-0004; Expires May 31, 2020

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 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

Federal Democratic Republic of Ethiopia

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 client to develop and executive a public affairs plan to enhance the dialogue and relationships with policymakers, media, opinion leaders and business leaders. The campaign will promote a better understanding of Ethiopia's political, social and economic environment, assist in day-to-day press inquiries, shore up support for politicians and government officials as they address Ethiopian issues, collaborate with the principal's diplomatic teams in the US to tell the nation's story and enhance the relationships with US diplomats, and broaden government outreach to legislators acknowledging the importance of the nations' bilateral relationship. SGR will also work to strengthen US-Ethiopian business outreach and grow foreign direct investment in Ethiopia.

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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 members of Congress, their staffs, and executive branch officials to broaden government outreach and acknowledge the importance of the nations' bilateral relationship, including intelligence gathering, broadening state-level interaction and implementing fact-based content creation. Will conduct research on issues of concern to the principal and provide counsel to the principal on developments in Congress, the executive branch and with members of the press.

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.

Activities may include meetings with members of Congress, their staffs, and executive branch officials to ensure that US policy makers appreciate the specific value of the US-Ethiopia partnership and its critical importance to the economic and security interests of the US. SGR will also provide other public affairs actives and services as agreed.

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
3/8/18	Greg Lowman, Partner	

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

MEMORANDUM OF UNDERSTANDING

By this Agreement entered into on this 20th day of February 2018, between SGR Government Relations & Lobbying LLC (hereinto referred to as "SGR") and The Federal Democratic Republic of Ethiopia, (hereinto referred to as "CLIENT"), the Parties agree as follows:

1. Scope of Employment: SGR will work with the CLIENT to develop and execute a public affairs plan to enhance the dialogue and relationships with policymakers, media, opinion leaders, and business leaders. The campaign will promote a better understanding of Ethiopia's political, social, and economic environment.

2. Term: This Agreement takes effect February 20, 2018 and continues in force through April 20, 2018, 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 30,000.00, or USD 15,000.00 per month.

   Payment would be due in full on February 20, 2018. Additional campaign expenses, such as paid advertising and travel would be approved by CLIENT in advance and require an upfront deposit.

   All payments are to be wired to:

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

4. Confidentiality: SGR agrees to maintain confidentiality of the provisions of this Agreement and any of the confidential information concerning the business, affairs, directors or employees of the CLIENT that comes into its possession during its performance of the services and not to use any such information for any purpose other than that for which it was provided. The provisions of the Article shall survive termination of this agreement.

5. 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

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

6. 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 Corrupt 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.

7. Prior Authorization: SGR is not authorized to make any public statements, presentations or publications in connection with this Agreement without advance authorization/approval from the CLIENT.

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

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SGR) Government Relations Lobbying

IN WITNESS WHEREOF, the parties hereto by their respective and duly authorized officers have set their names.

The Federal Democratic Republic of Ethiopia

By: [signature]

Print Name: Kussa Teklebrhan

Title: Ambassador

Date: 2/20/18

SGR LLC

By: [signature]

Print Name: Greg Lawman

Title: Partner

Date: 2/20/18

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