

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 Barnes & Thornburg LLP 11 South Meridian Street Indianapolis, IN 46204		2. Registration No. 6417
3. Name of Foreign Principal His Excellency J.E. Morales, President Republic of Guatemala	4. Principal Address of Foreign Principal Office of the President Casa Presidencial Guatemala City, Guatemala	

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
Office of the President

b) Name and title of official with whom registrant deals
Hon. Marvin Merida, Presidential Chief of Staff

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.

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
April 14, 2017	Robert T. Grand, Firm Managing Partner	

OMB No. 1124-0004; Expires April 30, 2017

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

Barnes & Thornburg LLP

2. Registration No.

6417

3. Name of Foreign Principal

Republic of Guatemala

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.

The attached engagement letter sets forth the terms and conditions of the firm's representation of this foreign principal.

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

The firm anticipates facilitating meetings and communications between representatives of the Republic of Guatemala and senior United States Government officials, as well as advocating for the Republic of Guatemala's stated goals of improving relations with the United States, seeking aid and assistance with economic development programs, and assisting with communication strategies between the government of the Republic of Guatemala and the United States Government.

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.

The firm anticipates assisting the Republic of Guatemala with its relationships with the United States Government as a means of improving trade, economic assistance and other foreign aid. The firm intends to facilitate meetings between representatives of the Republic of Guatemala and senior United States Government officials, as well as advocating for the Republic of Guatemala's stated goals of improving relations with the United States. This is anticipated to include both legislative and executive branch advocacy, as well as assisting the Guatemalan government representatives in developing a strategic communications plan and assisting them in executing such a plan.

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 14, 2017	Robert T. Grand, Firm Managing 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.

BARNES & THORNBURG LLP

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Craig S. Burkhardt

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April 6, 2017

His Excellency Claus Merida
Office of the President
Republic of Guatemala
Casa Presidencial
Guatemala City, Guatemala

RE: U.S. Federal Governmental Relations Engagement

Your Excellency:

Barnes & Thornburg LLP ("Firm") is very pleased to serve as U.S. federal government relations counsel to the Executive Office of the President of the Republic of Guatemala, as represented by the Coordinator of the Presidential Board for Migration in the function of an Ambassador ("Guatemala"). It is important from the outset of this relationship that we have a clear understanding as to the identity of the Firm's client in this Engagement. The Firm's only client in this engagement is Executive Office of the President of Guatemala. This representation does not extend to any other governmental sub-division, political party, or other persons, individuals or entities who are not specifically identified in this letter.

SCOPE OF SERVICES

The Firm is being engaged to assist Guatemala with lobbying and governmental relations to include: development of a Guatemala Policy Group within the Firm to be chaired by Robert Grand; assisting Guatemala with developing a close working relationship with senior members of the Executive and Legislative branches of the United States Government; assisting with establishing and maintaining positive relationships between Guatemala and various offices and officials of the United States government; and arranging communications and assisting with communication strategies between Guatemalan officials and officials of the United States government. The Firm anticipates regular communication with Guatemala, including at minimum one visit per year to Guatemala City to provide progress reports and attend any requested meetings with Guatemalan government officials. The Firm has only been engaged to assist Guatemala with government relations and lobbying work as indicated in this engagement letter. In the event our engagement is expanded to cover other legal services or if the scope of our government relations work is modified or expanded, those changes to our engagement must be in writing.

Republic of Guatemala

April 6, 2017

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Although I will be the lawyer responsible for this Matter, from time to time other lawyers, legal assistants and legislative assistants at the Firm may assist me, depending upon their expertise and experience, and with the approval of Guatemala. At the present time, the primary lawyers for Guatemala will be Eddie Ayoob, Craig Burkhardt and David Spooner. Legislative Assistant Robert Ganim will also provide support to our Guatemala Policy Group.

Since the outcome of any regulatory or administrative matter is subject to uncertainties and risks, the Firm has made no promises or guarantees to Guatemala concerning the outcome of any project or opportunity with federal government entities, nor can we do so. Nothing in this letter shall be construed as such a promise or guarantee.

The performance of services, as listed above, may give rise to a requirement that the Firm or a legal professional of the Firm register as a lobbyist or register as a foreign agent. The Firm will advise Guatemala of applicable lobbying laws, immigration laws and the requirements imposed under the Foreign Agent Registration Act, and take reasonable care to assure proper compliance. As Guatemala would expect from lawyers, the Firm has an obligation not to reveal confidential information relating to the representation of a client, including information protected by the attorney-client privilege, unless the client gives informed consent. These restrictions apply to lawyers who are providing lobbying and government relations advice to clients. However, Guatemala acknowledges and provides such consent to disclose otherwise confidential information, to the extent necessary, to complete and comply with registration, disclosure, and reporting requirements imposed by lobbying laws and the Foreign Agent Registration Act.

This engagement is governed by the laws of the United States and the District of Columbia.

FEES

Barnes & Thornburg LLP will perform the services described above for a fixed fee of \$80,000 (USD) per month for an initial period of twelve (12) months. This fixed fee amount is inclusive of all reasonable and customary expenses, including travel, postage, messenger/courier, document reproduction, and wire/ACH service fees. Each monthly fee must be received in the Firm's US bank account prior to the start of the month for which it is due. For the April fee, it must be received by the Firm prior to the start of our April services. We are informed that Guatemala submits its fees to us through a third party vendor in accordance with Guatemalan tax law. The Firm's treatment of the payments received is governed by the standards established by the District of Columbia's Rules of Professional Conduct. Guatemala consents to the Firm treating payments received as property of the Firm. However, should this Engagement be terminated prior to the end of a month, the Firm will return to Guatemala any unearned portion of the fixed fee on a pro-rata basis.

OTHER REPRESENTATIONS

Before the Firm agrees to this representation, it is appropriate to spell out the expectations or standards that will govern conflicts of interest that arise in the course of this Engagement. The Firm has more than 600 legal professionals throughout 13 offices in

BARNES & THORNBURG LLP

Republic of Guatemala

April 6, 2017

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Indianapolis, Fort Wayne, South Bend, and Elkhart, Indiana; Atlanta, Georgia; Columbus, Ohio; Chicago, Illinois; Dallas, Texas; Grand Rapids, Michigan; Los Angeles, California; Minneapolis, Minnesota; Wilmington, Delaware; and Washington, D.C., representing thousands of clients in various states, so it is foreseeable that representation of other Firm clients may be or become adverse to Guatemala's interests from time to time.

With respect to our Firm's government relations practice, Guatemala is aware that the Firm represents the interests of other persons and entities before various legislative and executive bodies, and administrative agencies at the local, state, and federal level. In addition, the Firm represents a broad spectrum of clients in many different industries in connection with a wide variety of matters. In addition, because of the Firm's size, and as Guatemala might expect, the Firm has lawyers and non-lawyer lobbyists with many different views and philosophies. Some of the Firm's lawyers and non-lawyer lobbyists are from time to time involved with the political process for various candidates and causes, sometimes interests which in some cases, might be adverse to the interests Guatemala seeks to promote through its engagement of the Firm. We do not believe that our representation of these other clients with points of view that differ from Guatemala's will affect the Firm's ability to provide competent and diligent representation to any of our Firm's clients. Notwithstanding the above, our Firm will not represent other parties in a federal agency contracting or lobbying matter directly adverse to Guatemala. For example, we would not and could not concurrently advocate contrary positions for two clients before the same body or agency on the same issue. However, from time to time it is possible that we may take positions on behalf of other clients that may indirectly impact Guatemala's interests in matters in which we do not represent Guatemala. Thus, as a condition of the Firm's undertaking this engagement, the signer of this letter agrees that all legal, business, and political conflicts which exist or may arise as a result of this representation are waived.

TERMINATION OF SERVICES

Our engagement will terminate on March 31, 2018, unless the Firm and Guatemala should desire to extend the engagement in writing. Guatemala may terminate this engagement earlier by providing the Firm with a thirty (30) day notice. The Firm may terminate this engagement for nonpayment of our fees and where we are required or permitted to do so by the Rules of Professional Conduct after giving Guatemala reasonable notice and allowing time for Guatemala to engage successor counsel, if necessary.

Upon termination of this Agreement by either party, the Firm will be entitled payment of all outstanding unpaid invoices and to payment for services pro-rated through the date of termination.

CONCLUSION


If this letter accurately sets forth the engagement and Guatemala's understanding, please so indicate in the space provided below and return a signed copy of this letter to me. We ask Guatemala to acknowledge that, in reviewing and executing this letter, Guatemala has not relied on any advice provided by the Firm, but instead has acted solely in reliance upon the advice of other counsel.

BARNES & THORNBURG LLP

Republic of Guatemala
April 6, 2017
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I look forward to working with you on this matter. If you have any questions, please call me.

Sincerely,



Craig S. Burkhardt

AGREED AND ACKNOWLEDGED

By: Claus Mexida
Printed: KMM
Title: Embassador
Date: April 6, 2017