

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 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 BGR Government Affairs, LLC	2. Registration No. 5430
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3. Name of Foreign Principal Minister of National Defense for Republic of Poland	4. Principal Address of Foreign Principal Al. Niepodległości 218, 00-909 Warszawa
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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:
- | | |
|--------------------------------------|--|
| <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
Ministry of Defense
- b) Name and title of official with whom registrant deals
Colonel Michal Sprengel, Deputy Defense and Military Attaché, Embassy of the Republic of Poland,

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

- a) Principal address
N/A
- 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.

N/A

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.)*

N/A

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.

N/A

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
February 09, 2019	Danny McNamara, General Counsel	/s/ Danny McNamara

eSigned

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 BGR Government Affairs, LLC	2. Registration No. 5430
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3. Name of Foreign Principal

Minister of National Defense for Republic of Poland

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.

Provide strategic advice and counsel on issues of concern to the Foreign Principal; Advise Foreign Principal on US policies and developments in U.S politics that could impact Foreign Principal; and maintain contact, as necessary with members of Congress and their staff and executive branch officials.

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

Registrant will provide strategic counsel to the Foreign Principal and help with strengthening ties to the United States government and institutions. Registrant will assist in communicating priority issues regarding US-Poland relations to relevant U.S. audiences, including Congress, the executive branch, media and policy community.

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 Registrant's work will include strategic guidance and counsel with regard to government affairs activity within the U.S. This may include relevant outreach to US government officials, non-governmental organizations, members of the media and other individuals within the US.

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
February 09, 2019	Danny McNamara, General Counsel	/s/ Danny McNamara 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.

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is between the Minister of National Defense for Republic of Poland (the "MOD of Poland") and BGR Government Affairs, LLC, a Delaware limited liability company ("BGR") with its principal place of business at The Homer Building, Eleventh Floor South, 601 Thirteenth Street, NW, Washington DC 20005. For purposes of this Agreement, the MOD of Poland and BGR are referred to collectively as "the Parties".

Scope of Work: BGR under direction and guidance of the MOD of Poland will provide the MOD of Poland with strategic counsel and tactical planning advice and services on military and defense related issues before the U.S. Government. As part of BGR's work on behalf of the MOD of Poland, BGR will provide counsel for MOD of Poland on other bilateral issues as necessary that could arise in relation to the Poland-U.S. defense partnership. BGR's activities in relation to the U.S. Government will consist of communications with and lobbying of Congress and departments of the executive branch, as appropriate. BGR will provide the MOD of Poland with public relations assistance in support of its government relations work and will advise on digital communications efforts. BGR will also provide the MOD of Poland crisis communications services on an as requested basis. BGR declares that it has at its disposal all necessary and appropriate staff, resources and expertise means to provide such advice and services on a timely basis and is adequately experienced and qualified to fulfill all obligations arising from this agreement. BGR will provide the MOD of Poland with monthly written reports on activities undertaken. BGR, in performing its duties under the Agreement, will comply with all applicable laws and regulations, including the Foreign Agents Registration Act, Foreign Corrupt Practices Act, the Honest Leadership and Open Government Act of 2007, and the Lobbying Disclosure Act of 1995 as amended.

Designated persons: A person authorized to implement this Agreement on behalf of MOD of Poland is the Deputy Minister responsible for international affairs or any other person designated by the MOD of Poland. A person authorized to implement this Agreement on behalf of BGR is Todd Eardensohn, Chief Financial Officer.

Fees & Term: In consideration for the services provided by BGR, the MOD of Poland agrees to pay BGR fixed price of USD\$70,000 gross per month for services from February 1, 2019 through January 31, 2020. BGR will cede to the MOD of Poland all copyrights which may apply to the services provided by BGR within the scope of this Agreement.

Invoicing: The MOD of Poland will pay BGR's fee in monthly installments. The first installment will include payment for the first three months of services and is payable in-full and promptly upon the signing of this Agreement. Hereafter, BGR will invoice the MOD of Poland at the end of each 30-day period beginning May 1, 2019.

BGR will include with each invoice a written status report of its work, as of the date of each invoice. Such report will be reviewed by the MOD of Poland. If the MOD of Poland is satisfied it will issue a certificate of completion. However, if after receiving the report, the MOD of Poland does not feel that this report has provided services at the volume or caliber that it expected, it may request supplemental information or corrective action. The invoice will be paid to BGR within 14 days of the issuance of the certificate.

Confidentiality: BGR shall use any information disclosed to BGR by the MOD of Poland under this Agreement as a Confidential Information, solely for the purposes expressly contemplated by this Agreement. For the purpose of this Agreement, "Confidential Information" shall mean all of BGR's work products under this Agreement except for final materials prepared for public disclosure, and all other nonpublic, confidential or propriety information of MOD of Poland, whether or not written or otherwise fixed in any form or medium, regardless of the media on which contained whether or not patentable or copyrightable and whether or not marked, designated or otherwise identified as "confidential", including without limitation, discussion, data, analyses, processes, compilations, forecasts, studies, raw materials, samples, research and development information, records and other documents and other similar and related information concerning the MOD's of Poland operations. BGR agrees to maintain that confidentiality and will not disclose to any outside party the information either during the period of contract or afterwards, unless it is required by law.

BGR may not subcontract any services under this Agreement to a third party without the prior written consent of the MOD of Poland.

Jurisdiction: Any dispute, controversy or claim arising out of or relating to: (a) this Agreement; (b) the breach, termination or invalidity hereof; or (c) any non-contractual obligations arising out of or in connection with this Agreement shall first be settled by consultations between the Parties. If such dispute fails to be resolved amicably within 1 month from initiating consultations, each Party shall be entitled to bring a claim to arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. There shall be one arbitrator and the appointing authority shall be LCIA (London Court of International Arbitration). The seat and place of arbitration shall be London, England and the English language shall be used throughout the arbitral proceedings. Each Party hereby waives any rights under the Arbitration Act 1996 or otherwise to appeal any arbitration award to, or to seek determination of a preliminary point of law by, the courts of England.

Termination: Either Party may terminate this Agreement by giving thirty (30) days written notice. In case of termination by either Party, the MOD of Poland will be liable for the reasonable value of the work performed by BGR until the date of termination in excess of the fees paid prior to termination, and, if BGR has received any fees from a prior installment in excess of the reasonable value of the work actually performed through the date of termination, such excess fees will be returned by BGR.

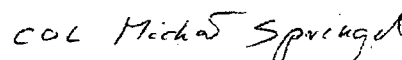
Entire Understanding: This Agreement contains the entire understanding between the Parties. Amendment, modification or waiver of this Agreement may be accomplished with a written instrument signed by both Parties.

For BGR Government Affairs, LLC


Todd Eardensohn
Chief Financial Officer

Date: 1/31/19

For the Minister of National Defense of the Republic of Poland



Date: 01/31/19