

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

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 S.G.R. LLC Government Relations and Lobbying, 1775 I St. NW, Suite 410, Washington D.C. 20006	2. Registration No. 6379
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3. Name of Foreign Principal Agility Public Warehousing Company K.S.C.P.	4. Principal Address of Foreign Principal P.O. Box 25418 Safat, Kuwait 13115
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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 checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (<i>specify</i>) _____ |
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant
N/A
- b) Name and title of official with whom registrant deals
N/A

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 N/A
- c) Principal aim N/A

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.

Agility is a Kuwait-based global logistics company, providing freight forwarding and contract logistics services to customers worldwide, including in emerging markets. Agility has a broad spectrum of subsidiary and affiliate companies, which operate in a diverse range of industries and sectors, including government contracting, fuel logistics, airport services, commercial real estate and facilities management, customs digitization, and remote infrastructure services.

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.

Agility Public Warehousing Company KSCP is publicly traded on the Boursa Kuwait and Dubai Financial Market.

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
8-5-2019	James G. Miller	

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 S.G.R. LLC Government Relations and Lobbying	2. Registration No. 6379
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3. Name of Foreign Principal
Agility Public Warehousing Company KSCP

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.

See response to Question 8.

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

Registrant is providing government and public relations services to Agility, including outreach to media and government officials, in connection with potential litigation regarding defamation allegations.

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.

See response to Question 8.

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
8-05-2019	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.

MEMORANDUM OF UNDERSTANDING

By this Agreement entered into as of July 11, 2019, between (i) S.G.R. LLC Government Relations and Lobbying ("SGR") and (ii) Quinn Emanuel Urquhart & Sullivan, LLP ("Counsel"), acting as attorneys to and on behalf of Agility Public Warehousing Company KSCP ("CLIENT"), the Parties agree as follows:

1. **Scope of Employment:** SGR will provide government and public relations services to CLIENT, including outreach to media and government officials, in connection with potential litigation regarding defamation allegations (the "Engagement").
2. **Term:** The Engagement will continue in force until terminated in accordance with Clause 4 of this Agreement.
3. **Compensation:** As compensation for the performance of the services described above, SGR will be paid USD 30,000 per month (the "Compensation").

SGR will invoice CLIENT directly.

Payment of the Compensation is due within 45 days of an invoice being received by CLIENT. 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:
Credit to: S.G.R. LLC, GOVERNMENT RELATIONS AND LOBBYING
Account #

CLIENT is solely responsible for the payment of the Compensation. For the avoidance of doubt, if CLIENT refuses to pay the Compensation, Counsel is not and in no event will be responsible for the payment of the Compensation.

Any approved expenses shall not and will not include any fees or expenses of attorneys or accountants retained by SGR to advise in connection with SGR's review or enforcement of this Agreement. Fees and/or expenses of any such attorneys or accountants will be negotiated separately with CLIENT and set forth in the appropriate form of agreement with CLIENT.

4. **Termination of Services:** Either Party may terminate this Engagement at any time upon written notice to the other Party.
5. **Work Product:** Reports and other documents generated or obtained by SGR, in the course of SGR's work on the Engagement will be the property of CLIENT. If authored by SGR, they

will be considered "Works Made For Hire" and all right, title and interest in such works is hereby assigned by SGR to CLIENT.

6. Privilege: Over the course of the Engagement pursuant to this Agreement, SGR may be called upon to provide information, prepare studies or reports, participate in meetings, review materials, and undertake other tasks for Counsel. Counsel intend that SGR's work, opinions, conclusions and communications will be covered by all applicable privileges and protections, including the attorney client privilege and work product protection, to the maximum extent permitted by law, and SGR agree to do all things necessary to preserve those privileges. For clarity sake, any prepared studies or reports contemplated under this Clause 6 shall be considered "Works Made For Hire" and will be subject to the terms of Clause 5 of this Agreement.
7. Confidentiality: SGR agrees that documents and information related to the Engagement will be maintained in strict confidence and not disclosed without Counsel's prior consent, and will be returned immediately upon request. SGR understands that these restrictions will continue even after the termination or expiry of this Agreement and the conclusion of the Engagement generally. SGR agrees that, in the event of a breach of the terms of this Clause 7 by SGR at law may not be sufficient and therefore, Counsel or the CLIENT may pursue injunctions or other equitable remedies in addition to any legal remedies that may be available.
8. Conflicts: While the Engagement is still active, SGR will not engage in any activities that are adverse to the interests of CLIENT or Counsel's representation of CLIENT in this Engagement. SGR further agrees that, in the event of a breach of any the terms of this Agreement, including but not limited to the terms of this Clause 8, SGR shall be liable for said breach and shall indemnify the CLIENT and COUNSEL against any losses resulting from said breach.
9. Compliance: In connection with the performance of this Agreement, all parties agree to comply with all applicable laws. These include, but are not limited to, 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, the laws of the United Kingdom, including The Bribery Act 2010, 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; or (6) 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; (b) with a view to obtaining or retaining business or any form of commercial advantage for either CLIENT or Counsel: (1) offer, promise or give any financial or other advantage to any person with the intention of influencing a person (who need not be the recipient of the advantage) to perform his or her function improperly, or where the acceptance of such advantage would itself be, or might be seen to be, improper; or (2) offer, promise or give any financial or other advantage to a foreign public official (or to any other person at the request of, or with the acquiescence of, a foreign public official) with the intention of influencing that official in the performance of their public functions; or (c) engage in any other acts or transactions in violation 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 U.S. 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. SGR agrees to inform Counsel prior to any such disclosure described in this paragraph.

10. 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 by SGR, its affiliates or anyone assisting SGR in relation to this Engagement.
11. Governing Law: This Agreement shall be governed by the laws of the District of Columbia, USA, both as to interpretation and performance.

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

QUINN EMANUEL URQUHART
& SULLIVAN, LLP

By: 

Print Name: Kristin Talic

Title: Partner

Date: 8/5/19

S.G.R. LLC, GOVERNMENT RELATIONS
AND LOBBYING

By: 

Print Name: James Courtovich

Title: Managing Partner

Date: 8.5.19