

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.

<p>1. Name and Address of Registrant Barnes &amp; Thornburg LLP 11 S. Meridian Street Indianapolis, IN 46204</p>	<p>2. Registration No.  6417</p>
<p>3. Name of Foreign Principal Coalicion del Congreso de Guatemala</p>	<p>4. Principal Address of Foreign Principal Congreso de la Republica de Guatemala 9a Avenida 9-44 Zona 1 Guatemala City, Guatemala</p>

5. Indicate whether your foreign principal is one of the following:

Government of a foreign country<sup>1</sup>

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 ( <i>specify</i> ) _____

Individual-State nationality \_\_\_\_\_

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

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

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

a) Principal address  
9a Avenida 9-44 Zona 1  
Guatemala City, Guatemala

b) Name and title of official with whom registrant deals See Engagement Letter attached to Exhibit B for list of names.

c) Principal aim This is a coalition of political parties who have united around central goals of improving relations with the United States and obtaining assistance with infrastructure, education and job training.

<sup>1</sup> "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
June 02, 2017	Robert T. Grand, Firm Managing Partner	/s/ Robert T. Grand

eSigned

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  Barnes & Thornburg LLP	2. Registration No.  6417
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3. Name of Foreign Principal  
  
Coalicion del Congreso de 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 fully describes the nature and method of performance of our agreement for 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 is being engaged to assist the Coalition with lobbying and governmental relations to include: assisting with developing a close working relationship between members of the Guatemalan government and the US Government, assisting with establishing and maintaining positive relationships between the Guatemalan government and the US Government, and developing and assisting with communication strategies between Guatemala and the US 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 intends to engage in communications with US Government officials and to facilitate interactions between Guatemalan officials and the US Government for purposes of improving relationships, fostering long-term communications, and promoting positive interactions between the two countries. The attached engagement letter specifies particular federal agencies as well as Congressional offices for these purposes.

**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
June 02, 2017	Robert T. Grand, Firm Managing Partner	/s/ Robert T. Grand
		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.

# BARNES & THORNBURG LLP

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Craig S. Burkhardt

(202)408-6903

Craig.Burkhardt@BTLaw.com

May 26, 2017

## VIA E-MAIL

Coalicion del Congreso de Guatemala  
Congreso de la Republica de Guatemala  
9a Avenida 9-44 Zona 1  
Guatemala City, Guatemala

RE: U.S. Federal Governmental Relations Engagement

Ladies and Gentlemen:

Barnes & Thornburg LLP ("Firm") is very pleased to serve as U.S. federal government relations counsel to the Coalicion del Congreso de Guatemala (the "Coalition"), an unincorporated coalition of political parties united behind certain ideals and principles to advance the interests of the Republic of 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 the Coalition as a group. 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. In particular, this engagement does not extend to representation of any of the individual political parties who are members of the Coalition and who may be signatories to this engagement letter.

## SCOPE OF SERVICES

The Firm is being engaged to assist the Coalition with lobbying and governmental relations to include: development of a Guatemala Policy Group within the Firm to be chaired by Robert Grand; assisting the Coalition with developing a close working relationship between members of the Guatemalan government and senior members of the Executive and Legislative branches of the United States Government; assisting with establishing and maintaining positive relationships between the Guatemalan government and various offices and officials of the United States government; and arranging communications and assisting with communication strategies between Guatemalan government officials and officials of the United States government. The Firm anticipates regular communication with the Coalition, including at minimum one visit per year to Guatemala City to provide progress reports and attend any requested meetings with the Coalition representatives. The Firm has only been engaged to assist the Coalition with government relations and lobbying work as indicated in this engagement letter. Our engagement may not be expanded to cover other legal services and the scope of our government relations work shall not be modified or expanded, unless we agree to those changes to our engagement in writing.

Atlanta Chicago Dallas Delaware Indiana Los Angeles Michigan Minneapolis Ohio Washington, D.C.

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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 the Coalition. At the present time, the primary lawyers for the Coalition will be Eddie Ayooob, 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 the Coalition 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 the Coalition of applicable lobbying laws and the requirements imposed under the Foreign Agent Registration Act, and take reasonable care to assure proper compliance. As the Coalition 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, the Coalition 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.

Our engagement by you will be governed by our Standard Terms of Engagement (January 2016) enclosed, subject to the provisions of this letter. We draw your attention, in particular, to the section of our Standard Terms entitled "Waiver of Certain Potential Conflicts of Interest." This engagement is governed by the laws of the United States and the District of Columbia.

Because our representation is limited to the Coalition and not any of its individual members, it is important that the Firm have some structure in place to ensure that your objectives and instructions are communicated effectively. As such, the Firm requires that each Coalition member designate an individual who will be its single authorized point of contact with us. Each of these member contacts will be the person to whom the Firm communicates its progress updates on a regular basis. As decisions are made by the Coalition relative to directing our representation and work, the Firm is authorized to take direction from a majority of the then-current member contacts. Additionally, the Firm requires that the member contacts designate one representative of the Coalition to serve as the chairperson of the Coalition, so that the Firm can have a single point of contact that can generate a quick response to immediate questions as they may arise. Additionally, because the Coalition is an unincorporated group comprised of members with varying constituencies, it is important to note several other important points. First, information that any Coalition member shares with our Firm may be disclosed to any or all of the other Coalition members. We will not withhold information from any Coalition member, nor will we place the interests of any Coalition member ahead of another. Our duty of loyalty is to the Coalition alone. Should a conflict arise between any Coalition members, it will be

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necessary for that conflict or disagreement to be resolved among the Coalition members. We cannot and will not get involved in any conflict or disagreement among the Coalition members. In the event that any Coalition member elects to withdraw from the Coalition, that Coalition member expressly consents to allow our Firm to continue to represent the Coalition, or any individual member of the Coalition, should we agree to do so. Moreover, because we are not representing any member of the Coalition, our Firm will not be prohibited or impaired from taking positions or asserting claims on behalf of other clients adverse to a member of the Coalition, as we might be if a member of the Coalition were a client of the Firm.

#### 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 example, the June fee must be received by the Firm on or before May 31. If any payment is not timely received, the Firm may withdraw from further representation of the Coalition. The Firm's treatment of the payments received is governed by the standards established by the District of Columbia's Rules of Professional Conduct. The Coalition 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 The Coalition any unearned portion of the fixed fee on a pro-rata basis. We are informed by the Coalition that the Coalition will remit its fees to us through a third party vendor in accordance with Guatemala tax law.

#### 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 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 the Coalition's interests from time to time.

With respect to our Firm's government relations practice, the Coalition 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 the Coalition 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 the Coalition 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

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the Coalition'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 the Coalition. 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 the Coalition's interests in matters in which we do not represent the Coalition. Thus, as a condition of the Firm's undertaking this engagement, the Coalition must agree to waive all legal, business, and political conflicts which exist or may arise as a result of the Firm's representation of the Coalition and any other person or entity.

**TERMINATION OF SERVICES**

Our engagement will terminate on June 30, 2018, unless the Firm and the Coalition should desire to extend the engagement. Any extension must be confirmed by us in writing. The Coalition 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 the Coalition reasonable notice and allowing time for the Coalition to engage successor counsel, if necessary.

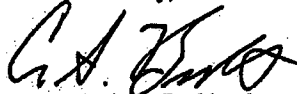
Upon termination of this Agreement by either party, the Firm will be entitled (i) to retain all sums previously paid; (ii) to payment of all outstanding unpaid invoices; and (iii) to payment for services pro-rated through the date of termination.

**CONCLUSION**

If this letter accurately sets forth the engagement and the Coalition's understanding, please so indicate in the space provided below and return a signed copy of this letter to me. We ask each signatory to acknowledge that, in reviewing and executing this letter, the Coalition and each signatory has not relied on any advice provided by the Firm, but instead has acted solely in reliance upon the advice of other counsel. This engagement letter may be executed in multiple counterparts, with each signature page being deemed an original execution of the engagement letter.

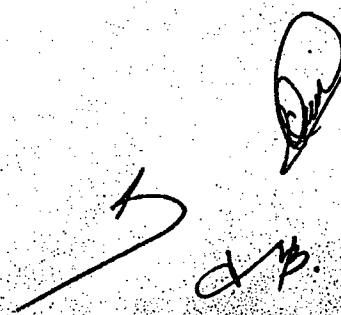
I look forward to working with you on this matter. If you have any questions, please call me.

Sincerely,

  
Craig S. Burkhardt

**SIGNATURE PAGE FOLLOWS**

**BARNES & THORNBURG LLP**





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May 26, 2017  
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AGREED AND ACKNOWLEDGED FOR THE COALITION AS OF JUNE 1, 2017:

By: Fernando Linarez B.

Printed: Fernando Linarez B.

Partido: PAN

By: Oscair G. Gumbulla V.

Printed: Oscair G. Gumbulla V.

Partido: Ahauza Ciudadana.

By: JULIO LAINFISTA

Printed: Julio Lainfista

Partido: UCN

By: [Signature]

Printed: Ernie Peralta

Partido: NG

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Partido: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Partido: \_\_\_\_\_

By: \_\_\_\_\_

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Partido: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Partido: \_\_\_\_\_

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BARNES & THORNBURG LLP

*[Handwritten signatures and initials]*