

Privacy Act Statement. 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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, Criminal 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.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Hogan & Hartson L.L.P. 555 THirteenth Street, N.W. Washington, D.C. 20004-1109	2. Registration No. 2244
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3. Name of foreign principal Georgia Railways, Ltd.	4. Principal address of foreign principal 15 Tamar Mepe Avenue Tbilisi 380012, Georgia
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5. Indicate whether your foreign principal is one of the following:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual-State nationality _____

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REGISTRATION UNIT
2003 JAN 24 AM 10:04

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

- a) Branch or agency represented by the registrant. Not applicable
- b) Name and title of official with whom registrant deals.

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

- a) Principal address. Not applicable
- b) Name and title of official with whom registrant deals.
- c) Principal aim

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

Operation of a railroad transporting cargo

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

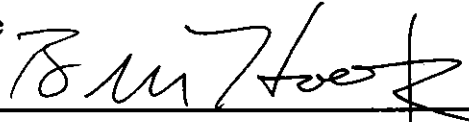
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

The Georgian Railway is owned by the democratic government of Georgia through the State Property Management Ministry. The president of the Georgian Railway is appointed by the president of the Republic of Georgia.

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.

Not Applicable

Date of Exhibit A	Name and Title	Signature
1/13/03	Brian Hook, Associate	

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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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, Criminal 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 Hogan & Hartson L.L.P.	2. Registration No. 2244
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3. Name of Foreign Principal Georgian Railways, Ltd.

Check Appropriate Boxes:

- 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 of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

2003 JAN 25 10 10 04
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REGISTRATION UNIT

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

As requested by the foreign principal, registrant will render advice, representation, and lobbying on U.S. laws, regulations, policies, and actions by the Legislative and Executive Branches and U.S. Government agencies that may affect or relate to the activities and interests of the foreign principal, including transportation matters. We will also render advice regarding media strategies.

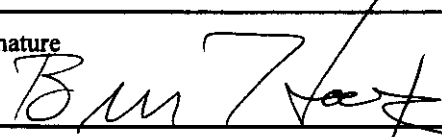
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See response to Question 7

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 activities on behalf of the foreign principal may include communications with the Executive Branch officials, members of the U.S. Senate and House of Representatives, and their staffs, relating to legislation, and actions of the Executive Branch and U.S. Government agencies that may affect the interests of the foreign principal, including transportation matters.

Date of Exhibit B	Name and Title	Signature
1/13/03	Brian Hook, Associate	

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 interests, policies, or relations of a government of a foreign country or a foreign political party.

HOGAN & HARTSON
L.L.P.

H. P. GOLDFIELD
SENIOR INTERNATIONAL ADVISOR
(202) 637-6608
HPGOLDFIELD@HHLAW.COM
HPGOLDFIELD@STONEBRIDGE-INTERNATIONAL.COM

COLUMBIA SQUARE
555 THIRTEENTH STREET, NW
WASHINGTON, DC 20004-1109
TEL (202) 657-5600
FAX (202) 657-3910
WWW.HHLAW.COM

November 18, 2002

Mr. Gia Mikeladze
President
Georgian Railway Expedition
Tbilisi, Republic of Georgia

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2003 JAN 24 AM 10:05

Dear President Mikeladze:

We are pleased that Georgian Railway Expedition. (the "Company") has engaged Hogan & Hartson L.L.P. ("Hogan & Hartson") to represent the Company in its efforts attract foreign investments to the Republic of Georgia and certain other matters related thereto, including those more fully described in Exhibit A attached hereto. (This representation will begin as of October 1, 2002, and terminate on September 30, 2003 (Initial Term), unless otherwise extended by written agreement of the parties.)

This letter is intended to formalize our retention, as required by applicable Rules of Professional Conduct. It sets forth how we propose to staff the matter, describes the billing arrangement, discusses certain of our confidentiality obligations, and addresses certain conflict of interest understandings. This letter also will be applicable to all other matters in which the Company may engage us.

1. Staffing. I will have primary responsibility for the matter, with assistance as required from partners, advisors, associates and/or paralegals from our legislative practice group.

2. Basis of Legal Services. We will provide our services on an hourly basis at our standard rates for attorneys' and other professionals' time, which rates are periodically revised. Our standard hourly rates currently range from approximately \$190.00 per hour for our junior associates to approximately

\$600.00 or more for certain of our partners. My current rate is \$500.00 per hour. Based on our budget discussions, we have set a billing "target" for fees, excluding out-of-pocket expenses, of approximately US\$30,000 per month (which includes any fees up to but not to exceed US\$10,000 per month relating to public relations, public policy and communications services provided to the Company and us by agreed upon professionals). Should our monthly fees in any month, excluding expenses, exceed the target amount of US\$30,000, we will have first notified the Company and received its approval.

Hogan & Hartson agrees that during the Initial Term of this agreement, the out-of-pocket expenses shall not exceed US\$30,000, unless otherwise agreed to in writing by the Company.

3. Payment of Fees and Other Charges. We will bill you monthly for legal services and other charges (other charges being billed in accordance with the attached schedule), and will provide you with a detailed description of those services and charges. If major third-party charges are incurred in connection with the representation, such as printing bills, filing fees, court reporting fees, and expert witness fees, our normal practice is to forward such statements directly to you for payment. We will require an advance retainer of US\$50,000 which will be credited against our statements for fees and other charges. We understand that the Company consents to the firm's depositing the advance retainer in the firm's operating account. When the balance of the US\$50,000 has been significantly diminished, we will notify the Company to send an additional \$50,000. We agree to return any unearned portion of the advance retainer to the Company promptly at the conclusion of our representation on this matter.

4. Conflicts and Confidential Information. Hogan & Hartson is a large law firm with multiple offices around the world. Because of the firm's size and geographic scope, as well as the breadth and diversity of our practice, other present or future clients of the firm inevitably will have contacts with you. Accordingly, to prevent any future misunderstanding and to preserve the firm's ability to represent you and our other clients, we confirm the following understanding about certain conflicts of interest issues:

- a) We will not represent any other client in any matter in which we are also representing the Company unless we have the Company's express agreement that we may do so. Nor will we represent any other client in a matter where Hogan & Hartson's

other client is substantially and adversely related to the Company in a matter that the firm is handling for the Company unless the Company expressly agrees that we may do so.

- b) In the absence of a conflict as described in subparagraph (a) above, you acknowledge that we will be free to represent any other client either generally or in any specific matter in which you may have an interest.
- c) The effect of subparagraph (b) above is that we may represent another client on any issue or matter in which you might have an interest, including, but not limited to:
- (i) Preparation and negotiation of agreements; licenses; mergers and acquisitions; joint ventures; loans and financings; securities offerings; bankruptcy or insolvency; patents, copyrights, trademarks, trade secrets or other intellectual property; real estate; government contracts; the protection of rights; representation before regulatory authorities; and
 - (ii) Representation and advocacy with respect to legislative issues, policy issues, administrative proceedings, or rulemakings.
- d) We do not view this advance consent to permit unauthorized disclosure or use of any client confidences. Under applicable Rules of Professional Conduct, we are obligated to and shall preserve the confidentiality of any confidential information you provide to us. In this connection, we may obtain nonpublic personal information about you in the course of our representation. We restrict access to your nonpublic personal information to firm personnel who need to know that information in connection with our representation and, as appropriate, third parties assisting in that representation. We maintain appropriate physical, electronic, and procedural safeguards to protect your nonpublic personal information. We do not disclose nonpublic personal information about our clients or former clients to anyone, except as permitted by law and applicable Rules of Professional Conduct.

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REGISTRATION UNIT
JAN 24 10:55 AM '05

- e) We will not disclose to you or use on your behalf any documents or information with respect to which we owe a duty of confidentiality to another client or person.
- f) The fact we may have your documents and/or information, which may be relevant to another matter in which we are representing

another client, will not prevent us from representing that other client in that matter without any further consent from the Company. In such a case, however, we will put in place screening or other arrangements to ensure that the confidentiality of your documents and/or information is maintained.

5. Client Identification. This will confirm our understanding that the Company is our client for the specific matters on which it engages us, and we shall not be deemed to represent any of its affiliates unless we expressly agree in writing to do so. Any proposed expansion of the representation of the Company to include any other affiliated entities is subject to and contingent upon execution of an engagement letter directly with them.

6. Lobbying Disclosure Act of 1995. Please note that, under certain circumstances, lawyers who lobby officials of the executive or legislative branches or federal agencies must publicly disclose such activities under the Lobbying Disclosure Act of 1995. If our activities on behalf of the Company trigger the Act's registration and reporting requirements, we will have to file reports, which will be made available to the public, disclosing our representation of the Company, the general nature of our "lobbying" activities on behalf of the Company, and the firm's income from such activities.

7. Application of these Terms. This letter and the accompanying schedule will govern our relationship with you even if you do not sign and return a copy of the letter. If you retain us as agent for a third party, you confirm that you have authority to retain us on such terms. If you disagree with any of the terms, you should so advise us immediately by return correspondence. This letter agreement supersedes any prior agreement with the Company with respect to our engagement to provide professional services to you.

We look forward to working with you on this matter and to developing a more extensive relationship with you and the Company. Please sign and return this letter to us at your earliest convenience.

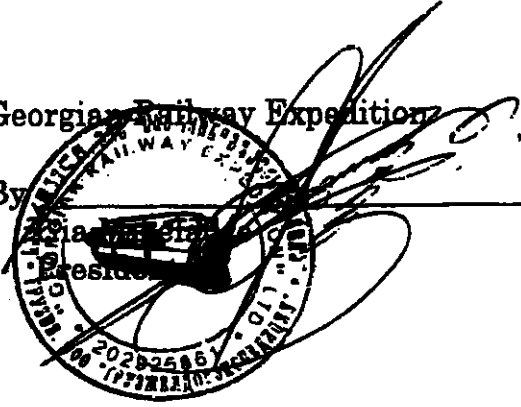
Sincerely,

H.P. Goldfield

Georgia Railway Expedition

By _____

Date: _____



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REGISTRATION UNIT
2003 JAN 24 AM 10:05

STANDARD SCHEDULE OF OTHER CHARGES

Other charges incurred in connection with this representation will be billed on the following basis until further notice: secretarial overtime resulting from time-sensitive or unusual requests from clients at \$32/hour, other staff at \$20/hour; outgoing facsimiles at discounted AT&T Direct Dial Long Distance rates (described below) plus \$1.50 per page; in-house photocopying at \$0.20/page; Word Processing at \$25/hour for operators and \$35/hour for proofreaders; \$1.80 binding charges for letter-size documents and \$2.10 for legal-size documents; and long distance charged at approximately 56% of standard AT&T Direct Dial Long Distance rates based on negotiated volume discount. The following items are billed at actual cost: computerized research, express delivery services, postage, outside messengers, outside photocopies, transcripts, food services, and all additional charges.

EXHIBIT A

The Services provided by Hogan & Hartson shall include:

(1) Monitoring and the promotion of Georgian Railway Expedition's (GR) interests with respect to U.S. legislation and public policy that may have a direct impact on: (a) U.S. policies to increase and encourage international investment in Georgia; (b) the construction of the Karsi (Turkey)-Akhalkalaki (Georgia) railway line; (c) the construction of Poti-Supsa railway line; (d) the construction of other infrastructure projects, including logistic centers and terminals; (e) the development and promotion of the ongoing policy and political reforms in Georgia; (f) the development and promotion of Local Free Trade Zones; (g) the development and promotion of the TRACECA project; (h) the development and promotion of the projects that have to be implemented within the framework of the TRACECA program; (i) the development and promotion of the Silk Road global projects; (j) the promotion of Georgia's economic and political reforms; (k) the recruitment of support for Georgia among OPIC, USAID, TDA, EXIM Bank and other organizations; and (l) the development and promotion of global projects related to the Georgian Transport Infrastructure; including the transportation of humanitarian and other cargo in the rebuilding of Afghanistan and Central Asia.

(2) Legal and lobbying services to GR to enhance and strengthen: (a) bilateral relations among the United States and Georgia, and (b) the image of Georgia, in general and GR in particular, with U.S. policymakers, as a way of attracting foreign investment in the infrastructure of Georgia.

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REGISTRATION UNIT
2003 JAN 24 AM 10:05