

Exhibit A  
To Registration Statement  
Pursuant to the Foreign Agents Registration Act of 1938, as amended

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, DC. 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.

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 Squire Sanders Public Advocacy, LLC 1201 Pennsylvania Ave NW Washington DC 20004-2401	2. Registration No. 5791
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3. Name of foreign principal Maia Topuria Justice Party Republic of Georgia	4. Principal address of foreign principal c/o James S. Friedlander, Gen. Director Friedlander Associates ul. Bolshaya Sadovaya 10, Rm 9 Moscow 123001 Russia
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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:

<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 Georgian

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.

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.

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

Leader of Justice Party, Republic of Georgia

b) Is this foreign principal


Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

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

The Principal is leader of the party. She is "subsidized in part" in the sense that the party supports her political activities.

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

Date of Exhibit A	Name and Title	Signature
3/1/07	PATRICK E. O'Donnell PRINCIPAL	

**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. 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.

**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, DC. 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.

**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.

<b>1. Name of Registrant</b> Squire Sanders Public Advocacy LLC	<b>2. Registration No.</b> 5791
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<b>3. Name of Foreign Principal</b> Maia Topuria Justice Party Republic of Georgia
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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 below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

see attached

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

Communications and meetings with Congress and Executive Branch agencies; public relations and media contact in support of the Principal's legal defense


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

Lobbying and media relations per the attached agreement.

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 hopes to influence opinion regarding the incarceration of Maia Topuria on charges that she conspired to overthrow the government of the Republic of Georgia. The registrant will communicate with Congressional and Executive Branch offices and will assist in a media outreach.

Date of Exhibit B	Name and Title	Signature
3/1/07	PATRICK E. O'DONNELL 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.



SQUIRE SANDERS PUBLIC ADVOCACY, LLC

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Fax: +1.202.626.6780

Direct Dial: +1.202.626.6248  
jjatras@ssd.com

February 12, 2007

James S. Friedlander  
General Director  
Friedlander Associates  
ul. Bolshaya Sadovaya 10,  
Room 9,  
Moscow, 123001  
Russia

CONFIDENTIAL  
2/12/07 10:00 AM

Dear Mr. Friedlander:

We at Squire Sanders Public Advocacy, LLC (“SSPA”) are very pleased to have been selected to provide Maia Topuria (“Client”) with public advocacy and derivative media services relating to her legal defense. This letter sets forth the terms and conditions that we have mutually agreed will apply to our engagement.

**Scope of Work.**

During the term of this engagement, SSPA will provide Client with the following services: to educate and inform centers of influence in the United States regarding Maia Topuria’s unjustified and politically motivated detention and prosecution, in support of her legal defense. Such centers shall include the Legislative and Executive branches of the US Government, NGOs, think tanks, and media.. The scope of such services may be modified only in writing and with our mutual consent. SSPA will provide such services using the best of its professional skills and in a manner consistent with generally accepted standards for the performance of such work.

**Description of Personnel.**

SSPA’s performance of these services will be supervised and managed by me, assisted from time to time by such other professional and administrative staff of SSPA as we find necessary or appropriate. Should I become unable to perform the functions as project manager, SSPA reserves the right, subject to Client’s reasonable approval, to substitute another similarly skilled and experienced staff member in such role.

*Squire Sanders Public Advocacy, LLC is a wholly owned subsidiary of Squire, Sanders & Dempsey L.L.P.*  
SQUIRE, SANDERS & DEMPSEY L.L.P. WORLDWIDE OFFICES

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WASHINGTON DC • WEST PALM BEACH | CARACAS • RIO DE JANEIRO • SANTO DOMINGO | BRATISLAVA • BRUSSELS • BUDAPEST • FRANKFURT • LONDON • MOSCOW  
PRAGUE • WARSAW | BEIJING • HONG KONG • SHANGHAI • TOKYO | ASSOCIATED OFFICES: BUCHAREST • BUENOS AIRES • DUBLIN • KYIV • MILAN • SANTIAGO

www.ssd.com

## **Fees and Charges**

(a) Services pursuant to this engagement shall commence on February 13, 2007, for an initial period of three months for a flat monthly retainer of \$30,000 (US) for government and public advocacy, plus an additional \$5,000 (US) for the services of a media specialist, for a total monthly fee of \$35,000 (US).

(b) Costs, including travel to meet with Ms. Topuria or her representatives, will be billed separately. The Client shall reimburse SSPA for all reasonable costs and out-of-pocket disbursements incurred on Client's behalf. SSPA's internal costs for duplicating, sorting, storage, computerized research, and other functions and activities undertaken on behalf of Client shall be billed on the basis of SSPA's established schedule for such administrative charges, as the same may be modified from time to time.

(c) The retainer will be paid at the beginning of each month for the period of the engagement, along with costs for the preceeding month. At the conclusion of the initial three-month period (May 12, 2007), the engagement will continue on a month-to-month basis unless cancelled by either party as provided under the heading "Terms of Termination" below.

## **Disclosures and Consents**

Client acknowledges that SSPA is a wholly owned affiliate of the law firm of Squire, Sanders & Dempsey L.L.P ("SSD"). Client also acknowledges that, notwithstanding its relationship to SSD, SSPA does not practice law and the services that SSPA offers are not legal services. Accordingly, Client understands and acknowledges that, in retaining SSPA, Client will not have the benefits of an attorney-client relationship and that the protections of attorney-client privilege will not attach to its communications with SSPA.

In the event that Client requires legal advice now or in the future, SSPA may refer Client to SSD. Client understands that, in such event, Client is not and will not be required to use the services of SSD as a condition of Client's continuing use of services of SSPA.

## **Confidentiality**

SSPA will maintain the strict confidentiality of all confidential information, data, documents, and other materials provided to it by Client ("Confidential Information") and will disclose the same only as instructed or permitted by Client or as required by law, including the Foreign Agents Registration Act. SSPA will establish and maintain a policy requiring all of its directors, officers, and employees to preserve the strict confidentiality of all Confidential Information, and will insure that all of its directors, officers, and employees are aware of and comply with such policy. The Client understands that SSPA intends to utilize the services of Global Strategic Communications Group ("GSCG") in support of this engagement. Client authorizes SSPA to disclose Confidential Information to GSCG provided that GSCG enters into a Nondisclosure Agreement in substantially the form attached hereto. While SSPA is retained by you on behalf of the Client, SSPA is working under the direction and in support of Paul Hastings and its legal representation of Maia Topuria; any effort by outside parties to obtain any information from

SSPA will be reported immediately to Larry Barcella at Paul Hastings for appropriate response to avoid disclosure of attorney-client work product.

**Terms of Termination**

This letter agreement shall remain in effect for the initial three month period specified above and thereafter, on a month to month basis subject to the right of either party to terminate this engagement upon the giving of 30 days' advance written notice to the other. In the event of any such termination, SSPA shall be entitled to receive its fees for the full period of the engagement through the day that the termination becomes effective and shall be entitled to receive reimbursement for any out-of-pocket costs or disbursements reasonable incurred through the effective date of the termination. The provision of the paragraph above dealing with confidentiality shall survive any termination of this letter agreement.

This letter agreement shall be governed by and construed in accordance with the laws of the District of Columbia without giving effect to its conflict of laws provisions.

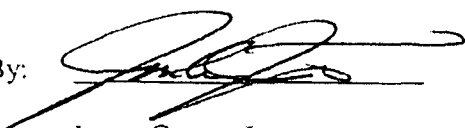
This letter agreement may be modified or amended only in writing and with the concurrence of both parties.

This letter agreement may be signed in one or more counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

If the foregoing reflects your understanding of the agreements we have reached, please so indicate by signing two copies of this letter in the place indicated below and return one to me for our files. All of us at SSPA look forward to working with you on this important matter.

Sincerely

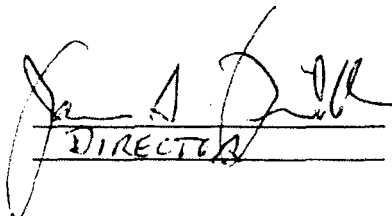
Squire Sanders Public Advocacy, LLC

By:   
James George Jatras  
Principal

Date: 12 Feb 07

AGREED AND ACCEPTED:

Client: FRIEDLANDER & ASSOCIATES

By:   
Its: DIRECTOR

Date: 13 Feb 2007