

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: <http://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: <http://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, Counterespionage 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.

*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 Gephardt Group Government Affairs, LLC	2. Registration No. 5874
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3. Name of foreign principal Government of Georgia	4. Principal address of foreign principal Ingorokva St. 7 Tbilisi, 0134 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:

<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 \_\_\_\_\_

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

a) Branch or agency represented by the registrant  
National Security Council

b) Name and title of official with whom registrant deals  
Eka Tkeshelashvili, National Security Advisor, Republic of Georgia

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

a) Principal address

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.

b) Is this foreign principal

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

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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.

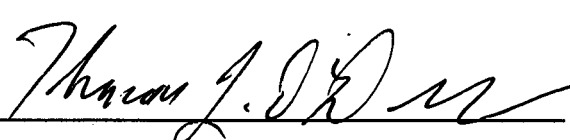
Date of Exhibit A	Name and Title	Signature
01/22/2010	Thomas J. O'Donnell, Managing Partner	

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.

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1. Name of Registrant Gephardt Group Government Affairs, LLC	2. Registration No. 5874
3. Name of Foreign Principal Government 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.

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

Gephardt Group Government Affairs, LLC agrees to provide lobbying and government relations services to Georgia, which services shall consist of those ordinarily and customarily provided in representing a foreign sovereign before the United States Congress and Executive Branch.

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

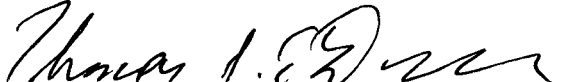
Gephardt Group Government Affairs, LLC agrees to provide lobbying and government relations services to Georgia, which services shall consist of those ordinarily and customarily provided in representing a foreign sovereign before the United States Congress and Executive Branch.

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.

Gephardt Group Government Affairs, LLC agrees to provide lobbying and government relations services to Georgia, which services shall consist of those ordinarily and customarily provided in representing a foreign sovereign before the United States Congress and Executive Branch.

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Date of Exhibit B 01/22/2010	Name and Title Thomas J. O'Donnell, Managing Partner	Signature 
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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.



## SERVICES AGREEMENT

THIS AGREEMENT is made between the Government of Georgia ("Georgia"), a foreign sovereign, and Gephardt Government Affairs Group LLC, a Delaware Limited Liability Company ("GGA").

1. Term: This Agreement shall be for one year, commencing January 12, 2010 and expiring December 31, 2010. Its terms may be renewed for additional successive one-year periods upon the explicit written assent of both parties.
2. Services: GGA agrees to provide lobbying and government relations services to Georgia, which services shall consist of those ordinarily and customarily provided in representing a foreign sovereign before the United States Congress and Executive Branch.
3. Personnel and Other Service Providers:
  - (a) GGA shall compose its own team to achieve the best possible results in providing the services described above. It will provide Georgia at the earliest possible date a list of personnel, including an indication of their areas of expertise and/or how they will be utilized. This list will be updated from time to time as required.
  - (b) GGA may retain the services of additional subcontractors and consultants as deemed necessary to assist the firm. Such additional subcontractors and consultants may be retained and terminated at GGA's discretion. GGA shall be solely responsible for compensating any such additional subcontractors and consultants.
  - (c) GGA agrees to share information and work amicably with Georgia's other service providers as identified by the Office of the National Security Advisor of Georgia.
4. Fees: Georgia agrees to pay GGA a total of \$436,800 in US dollars (\$35,000 monthly payment, plus \$1,400 in monthly administrative cost as set forth in 5 below), excluding all Georgian taxes (such taxes are not the responsibility of GGA), for the services described in this Agreement to be performed by GGA. A quarterly payment of \$109,200 US dollars excluding all Georgian taxes shall be due on a quarterly basis within twenty days of the invoice date.

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5. Additional Costs and Expenses: Georgia shall reimburse with prior approval for all travel and lodging expenses (at a business class rate for senior GGA staff—specifically Richard Gephardt and Janice O’Connell; at an economy class rate for all other GGA staff) reasonably incurred by GGA in the discharge of services pursuant to 2. Georgia also agrees to pay a quarterly administrative fee to cover GGA’s administrative costs (copying charges, long distance telephone charges, teleconference expenses, taxi fares and internet search fees). The quarterly fee shall be equal to \$ 4,200 (total \$16,800) excluding all Georgian taxes that is 4% of the quarterly payment (this administrative is included in the annual and monthly totals in point 4 above).

Should GGA incur extraordinary costs and expenses on Georgia’s behalf that are not otherwise contemplated in the fees described above, Georgia shall reimburse these costs provided that Georgia gives explicit advance approval.

6. Termination:

- (a) This Agreement shall terminate upon its natural expiration if not renewed.
- (b) Either party may terminate this Agreement at any time prior to its natural expiration subject to Thirty (30) days advance written notice. In this event, Georgia shall pay GGA its pro-rata share of earned fees apportioned on a daily basis through the end of the notice period.
- (c) Should this Agreement terminate prior to its natural expiration, any fees paid to GGA by Georgia that exceed the pro-rata share of earned fees apportioned on a daily basis up to the date of termination shall be refunded by the GGA to Georgia.

7. Monthly Reporting and Quarterly Performance Assessment: GGA shall provide monthly a written report to Georgia succinctly describing its work on Georgia’s behalf. Such reports need not include calculations of the time spent by the individual members of the GGA team. Further, every three months, or as often as Georgia may desire, GGA shall present to Georgia a written assessment of its performance during the preceding period. If, upon reviewing the assessment, Georgia is not satisfied with GGA’s performance, Georgia may, at its sole discretion, terminate this Agreement according to the terms stated herein.

8. Privileged Information: GGA will use all permissible efforts to protect privileged communications or other confidential information developed by it or provided to it by Georgia during the term of this Agreement. This obligation shall survive the termination of this Agreement and any renewals. Upon the termination of this Agreement and any renewals Georgia may request from GGA the return of any documents or other information provided by Georgia.

9. Registration and Disclosure: GGA and any subcontractors and consultants it may employ shall separately and individually comply with any and all restrictions and requirements, including filing and other disclosure, of the Foreign Agents Registration


Act, the Lobbying Disclosure Act, the Ethics Reform Act of 1989, the Foreign Corrupt Practices Act, the Honest Leadership and Open Government Act, and other applicable laws and regulations of the United States and the District of Columbia.

11. Conflicts: Georgia acknowledges GGA's breadth of practice, which give rise to the potential that it may represent clients in unrelated matters whose interests are contrary to Turkey's. Nonetheless, even the appearance of a conflict could render unproductive the relationship contemplated by this Agreement. Therefore, GGA shall endeavor not only to avoid actual conflicts, but the appearance of conflicts as well. To that end, the GGA shall comply with all applicable provisions of the District of Columbia Bar Code of Professional Conduct. It shall also immediately assess whether it represents any clients whose interests are contrary to Georgia. If so, then it shall inform Georgia and then Georgia and GGA shall work together to determine whether and how to resolve any apparent or actual conflict

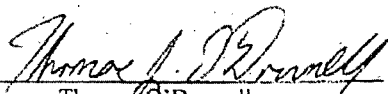
12. Choice of Law: This Agreement shall be governed by, and construed in accordance with, the laws of the United States

13. Power to Bind: Absent the express written consent of Georgia, neither GGA nor its consultants and subcontractors have authority to bind Georgia in any manner whatsoever.

**FOR THE GOVERNMENT OF GEORGIA**

  
By: Eka Tkeshelashvili Date 1/12/10  
National Security Advisor

**FOR GEPHARDT GOVERNMENT AFFAIRS GROUP LLC**

  
By: Thomas O'Donnell Date 1/12/10  
Managing Partner

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