

OMB NO. 1124-0006; Expires February 28, 2014

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 <http://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: <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.

1. Name and Address of Registrant Podesta Group, Inc. 1001 G Street NW, Suite 1000 Washington, DC 20007		2. Registration No. 5926
3. Name of Foreign Principal Republic of South Sudan	4. Principal Address of Foreign Principal Juba, South Sudan	

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 _____

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

- a) Branch or agency represented by the registrant
Government of the Republic of South Sudan
- b) Name and title of official with whom registrant deals
Jackson Ajou, Executive Officer to the Director General

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.
(not applicable)

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.)*
(not applicable)

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)

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
3-11-14	Kimberley Fritts, CEO	Kimberley Fritts

OMB NO. 1124-0004; Expires February 28, 2014

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 <http://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: <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 .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, 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.

1. Name of Registrant Podesta Group, Inc.	2. Registration No. 5926
3. Name of Foreign Principal Republic of South Sudan	

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.

Research and analyze issues of concern to the principal; counsel the principal on U.S. policies of concern, activities in Congress and the executive branch and developments on the U.S. political scene generally; and maintain contact, as necessary, with members of Congress and their staff, executive branch officials, members of the press, and non-governmental organizations.

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

Registrant will provide strategic counsel to the principal on strengthening the principal's ties to the United States government and institutions. Registrant will also assist in communicating priority issues in the United States-South Sudan bilateral relationship to relevant U.S. audiences, including Congress, executive branch, media, and policy community.


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 activities listed in Item 8 will be undertaken in order to communicate information to the principal, as well as to communicate information about the principal to interested persons in the public sector. At the request of the principal, meetings with members of Congress and their staff and executive branch officials may be arranged.

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
3-11-14	Kimberley Fritts, CEO	

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.

ENGAGEMENT AGREEMENT

THIS ENGAGEMENT AGREEMENT (hereinafter referred as "Agreement") is entered into this March 1, 2014, by and between the Government of the Republic of South Sudan (hereinafter referred as "the Republic of South Sudan") having its principal place of business in Juba, South Sudan, and the Podesta Group (hereinafter referred as "the Provider"), having its principal office located at 1001 G Street NW, Suite 1000 West, Washington, DC 20001. Now therefore the parties hereby agree as follows:

Scope of Work

The Provider shall provide government relations and public relations services to strengthen the ties between Republic of South Sudan and United States institutions, as well as other services that may be agreed by the Parties in writing (hereinafter referred as "Scope of Work").

Term

The Provider shall perform the Services during the period commencing March 1, 2014, and continuing through February 28, 2015, or as may be subsequently agreed by the parties in writing.

Payment

The Republic of South Sudan shall pay the Provider an amount of one hundred twenty thousand U.S. dollars (U.S. \$120,000) every quarter commencing March 1, 2014, plus expenses. The Republic of South Sudan shall pay the Provider in advance for each quarter, including the initial term of this Agreement. Local expenses not to exceed two thousand U.S. dollars (U.S. \$2000) per month shall be invoiced quarterly and paid with the fees due for the following quarter. In addition to local expenses, travel expenses greater than three hundred U.S. dollars (U.S. \$300) may be incurred only with the agreement of both parties, and shall be invoiced and paid separately. Should payment remain outstanding for more than thirty (30) days after the Republic of South Sudan receives an invoice from the Provider, all services will cease until all outstanding amounts are paid in full.

South Sudan's representative

The Republic of South Sudan shall designate a representative who shall be responsible for the coordination of activities under this Agreement, and for acceptance of the deliverables by the Republic of South Sudan.

Performance Standard

The Provider undertakes to perform the services with the highest standards of professional and ethical competence and integrity. The Provider shall submit a monthly activity report to the Republic of South Sudan summarizing activities undertaken during the preceding month pursuant to this Agreement.

Confidentiality

The Provider shall not, during the term of this Agreement and after its expiration, disclose any proprietary or confidential information regarding the Scope of Work, this Agreement or the operations of the Republic of South Sudan without the prior written consent of the Republic of South Sudan.

Ownership of Material

Any studies, reports, opinions or other material, or otherwise, prepared by the Provider for the Republic of South Sudan under the Agreement shall belong to and remain the property of the Republic of South Sudan. The Provider may retain a copy of such documents and software.

Insurance

The Republic of South Sudan shall not be obliged to provide insurance under this Agreement. The Provider will be responsible for taking out any appropriate insurance coverage.

Assignment

The Provider shall not assign this Agreement or any portion of it to third parties without the Republic of South Sudan's prior written consent.

Governing Law and Language


The Agreement shall be governed by the laws of the District of Columbia and the United States of America, and the language of the Agreement shall be English.

Termination


Both Parties may terminate the Agreement with at least 60 days prior written notice to each other. Payment for services shall be made through the date of the termination.

Amendment

This Agreement may not be modified or amended except by an instrument in writing by the parties hereto. The parties shall undertake a review after six months of the financial arrangements and level of service provided under this Agreement.

10/2/2013


For the Republic of South Sudan



For the Podesta Group