

OMB No. 1124-0006, Expires April 30, 2017

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.	2. Registration No.  5926
3. Name of Foreign Principal Ocean Advisory & Consulting W.L.L. (through Andreae & Associates)	4. Principal Address of Foreign Principal Building 75, Zone 39 Al Sadd Street, No. 343 PO 31978 Doha, Qatar

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:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (specify) LLC
- 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
- b) Name and title of official with whom registrant deals
- c) Principal aim

<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.

Strategic consulting and advisory services on investments and financial transactions

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.)

N/A

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.

Donald A. Jordan and Muhammad Al Misned are partners in ownership of Ocean Advisory and Consulting W.L.L.

**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
11-8-16	Kimberley Fritts, CEO	

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**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
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3. Name of Foreign Principal  
  
Ocean Advisory and Consulting W.L.L. (through Andreae Associates)

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 and executive branch officials, media and nongovernmental organizations.

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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 assist in communicating priority issues to relevant U.S. audiences, including Congress, the 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.

All of 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 and its issues of concern to interested persons in the public sector. At the request of the principal, meetings with members of Congress and their staff, as well as 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
11-8-16	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 ("Agreement") is effective November 1, 2016, by and between Andreae Associates, Inc. ("Andreae"), with its address at 601 Thirteenth Street NW, Suite 290N, Washington, DC 20005 and the Podesta Group, ("the Provider") with its address at 1001 G Street NW, Washington, DC 20001 (together, "the Parties"). The Parties agree as follows:

#### Services




The Provider shall perform public affairs services to assist Andreae's third-party client, Ocean Advisory & Consulting W.L.L. ("the Services").

#### Term

The Provider shall perform the Services during the period commencing on November 1, 2016 and continuing through October 31, 2017.

#### Payment

For the Services rendered, Andreae shall pay the Provider a monthly fee of twenty thousand US dollars (US \$20,000), plus expenses. The Parties agree to reassess the scope of work after six months and increase the monthly fee to a commensurate level, if necessary. The first month's payment shall be due upon execution of this agreement, and Services shall not commence until payment is received. Wire instructions are as follows:

Bank Name: SunTrust Bank  
Acct Name: Podesta Group, Inc.  
Acct #:   
Routing #:   
Swift Code: 

In addition to the monthly fee outlined above, the Provider shall assess Andreae a three percent (3%) administrative fee to cover general expenses such as local travel, long distance telephone charges, usage of the Provider's technology resources and usage of the Provider's subscriptions to news and business information resources.

All other out-of-pocket expenses incurred by the Provider in performing the Services of this Agreement, shall be passed through to Andreae at cost as incurred. Should the Provider be required to travel, Andreae will reimburse the Provider at cost for all travel expenses, including but not limited to, business class airfare and deluxe accommodations, airport transfers, and meals.

The Provider shall invoice Andreae monthly, in advance, with payment due within thirty (30) days of Andreae's receipt of the invoice. Should an invoice be outstanding more than thirty (30) days past its due date, all Services will cease until all outstanding invoices are paid in full.

#### Performance Standard

The Provider undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Provider shall comply with the Foreign Agents Registration Act and any other applicable United States laws.

**Confidentiality**

The Provider shall not, during the term of this Agreement or afterwards, disclose any proprietary or confidential information learned in the course of its representation of Andreae without Andreae's prior written consent, to the extent permitted by law.

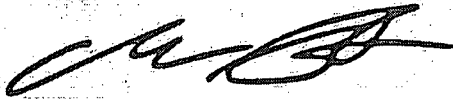
**Governing Law and Language**

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.

**Amendment**

This Agreement contains the entire understanding between the Parties and may not be modified or amended except by an instrument in writing by the Parties hereto.

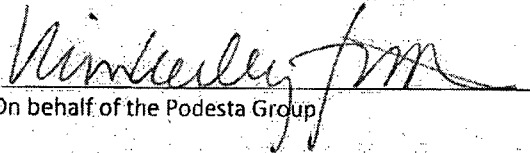
AGREED TO:



On behalf of Andreae Associates, Inc.

October 25, 2016

Date



On behalf of the Podesta Group

10-31-16

Date