

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: Fabiani & Company 1101 Pennsylvania Avenue, NW, Suite 700, Washington, D.C. 20004		2. Registration No. 6045						
3. Name of Foreign Principal Talco Management Ltd.	4. Principal Address of Foreign Principal 3rd Floor, Geneva Place, Waterfront Drive Tortola, B.V.I.							
5. Indicate whether your foreign principal is one of the following:								
<input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input checked="" type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (specify) _____</td> </tr> </table> <input type="checkbox"/> Individual-State nationality			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____							
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 N/A								
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 N/A								
c) Principal aim N/A								

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Revised 03/11

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.

Talco Management Ltd., a company doing business in alumina and aluminum purchase/sale with the State Unitary Enterprise "Tajikistan Aluminum Company" (TALCO). Talco Management Ltd. has a commercial agreement with SUE "TALCO" regarding delivery of alumina and purchase of aluminum.

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 type="checkbox"/> No <input checked="" type="checkbox"/> |

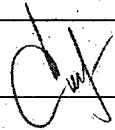
9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

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.

Talco Management Ltd is a limited joint stock company and owned by three shareholders: International Power Investment LLC, Joint Stock Holding Company Barki Tochik, State Enterprise Vostochniy Kombinat Redkih Metalov.

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
	Suhrob Jaborov Director of Talco Management Ltd	

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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 Fabiani & Company	2. Registration No. 6045
3. Name of Foreign Principal Talco Management Ltd.	

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.

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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.

Fabiani & Company was retained by Talco Management Ltd. to increase Talco's business opportunities and, indirectly, to improve the Republic of Tajikistan's investment profile and relationship with the United States.

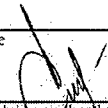
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

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.

Fabiani & Company, on occasion, will consult with U.S. Government officials about existing or potential laws, regulations, policies, or programs that effect the interests of the Talco Management Ltd, Talco, or the Republic of Tajikistan. Subjects may include trade, investment, taxation, treaties, and other matters that affect international commerce or relationships.

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
	Suhrob Jaborov Director of Talco Management Ltd	

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.

Fabiani & Company

Service Agreement

Fabiani & Company, a Delaware corporation with its principal place of business at 1101 Pennsylvania Avenue, NW, Suite 700, Washington, D.C. 20004, does hereby contract with Talco Management Ltd. (Client) whose principal office address is Talco Management Ltd., 3rd Floor, Geneva Place, Waterfront Drive, Tortola, B.V.I. to provide services for one year (twelve months), commencing October 1, 2012 and terminating on October 1, 2013, in consideration for the payment of fees plus expenses as defined below. At the end of the twelve-month period, Client, in agreement with Fabiani & Company, can extend this agreement as needed. Either party can cancel this agreement as needed.

In its capacity as a consultant, Fabiani & Company, as outlined in the attached proposal letter dated September 1, 2012 shall make its best effort to assist Client in increasing The Republic of Tajikistan's investment profile and improving the country's overall political, social, cultural and commercial relationships in the U.S.

The base fee for Fabiani & Company's consulting services is one million and two hundred thousand dollars (\$1,200,000.00) for the period October 1, 2012 – September 30, 2013. Payment of one hundred thousand dollars (\$100,000.00) shall be made to Fabiani & Company monthly on the 5th day of each month beginning October 5, 2012.

Expenses for international travel (business class) and domestic travel inside U.S. are separate and in addition to the overhead charge. All international travel related expenses shall be submitted to Client for advance approval.

Payments shall be made in the form of an electronic bank transfer before or on the due dates specified above. Bank transfer instructions are as follows: Beneficiary: Fabiani & Company; Bank Name: CITIBANK N.A.; Bank Address: 1400 G Street, NW, Washington, DC 20004; Account #: [REDACTED]; ABA (Routing) #: [REDACTED]; Swift Code #: [REDACTED]

Invoices will be emailed to the attention of Manuchehr Razokov at phone and email address +992 44 6005000, mr.talco@gmail.com. The contact person for all billing matters with Fabiani & Company is Mr. Gary Martin, Chief Financial Officer at 1101 Pennsylvania Ave, NW, Suite 700, Washington, DC, 20004, +1 202-756-4538, gmartin@fabiani-co.com.

This Agreement shall be subject to the provisions of the Procurement Integrity Act, The Lobby Disclosure Act of 1995, as amended, and all other applicable laws and regulations governing contacts with the United States Congress and covered Executive Branch Agencies and Officials, and shall be subject to the laws of the District of Columbia.



Additionally, this Agreement shall be subject to the provisions and requirements of the Foreign Agents Registration Act (FARA) of 1938, as amended, and all other applicable laws and regulations governing relationships with foreign entities. (FARA is a disclosure statute that requires persons acting as agents of foreign principals in a political or quasi-political capacity to make periodic public disclosure of their relationship with the foreign principal, as well as activities, receipts and disbursements in support of those activities. Additional information and reporting requirements can be found at www.fara.gov)

Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

Client agrees that during the term of this Agreement and for a period of one (1) year from the date of termination of this Agreement, Client will not have any business dealings outside of this Agreement, nor employ nor retain any current employee or former employee or consultant of Fabiani & Company, directly or indirectly.

Client and Fabiani & Company agree to adhere to a "Code of Conduct" established by Fabiani & Company in accordance with all laws, rules, and regulations required by all official bodies or organizations legally established to set such laws, rules, and regulations. The Code of Conduct attached here as Exhibit A is by reference a provision of this contract.

This agreement contains the entire understanding between the parties. It may be changed only by written agreement signed by the parties.

This agreement may be signed in counterparts.

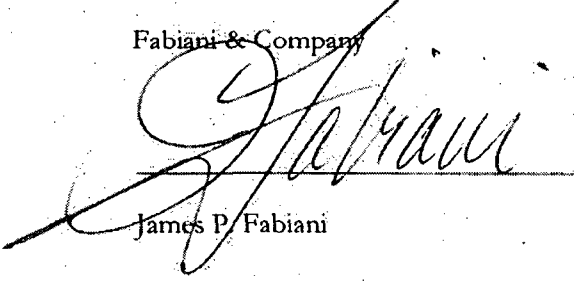
In witness whereof the authorized representatives of Client and Fabiani & Company do hereby execute this contract.

Talco Management Ltd.


Suhroh Jabarov

Date: September 12, 2012

Fabiani & Company


James P. Fabiani

Date: September 12, 2012

Exhibit A

Fabiani & Company Code of Conduct

Fabiani & Company believes and is committed to the importance of adhering to the highest ethical and professional standards and conduct by the firm and the firm's clients. Each client is expected and required to fully understand The Fabiani & Company Code of Conduct, and the laws, rules and regulations that govern our profession. Talco Management Ltd. (Client) in consultation with Fabiani & Company must understand and take responsibility for compliance with these laws, rules and regulations including the changes that occur from time to time. Our Code of Conduct requires the following:

1. Fabiani & Company and Client shall at all times comply with all US Government federal, state and local laws, including but not limited to, campaign finance laws, rules of the U.S. Senate and House of Representatives, as well as lobbying registration and disclosure laws.
2. Client shall notify the leadership of Fabiani & Company of any investigations or litigation of which they become aware that relate to our company or any project or initiative.
3. Fabiani & Company and Client shall cooperate to serve the best ethics and integrity of Client and the firm.
4. Both Fabiani & Company and Client understand and acknowledge that the violation, whether intentional or not, of the Fabiani & Company's Code of Conduct or its guidelines, policies or operating procedures may result in corrective action by the afflicted party. A material breach of the Code of Conduct is a material breach of the obligations under the Service Agreement.

Talco Management Ltd. (Client)

Suhrob Jabarov

Fabiani & Company

James P. Fabiani