

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

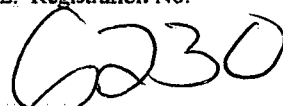
U.S. Department of Justice
Washington, DC 20530

**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 Lanny J Davis & Associates LLC, 1900 M Street NW Suite 300, Washington DC 20036	2. Registration No. 
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3. Name of Foreign Principal Dmitry Firtash	4. Principal Address of Foreign Principal c/o Mr. Robert Shelter Jones, Deputy Chairman Group DF Parus Business Center, 2 Mechnikova Street Kiev, Ukraine 01601
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5. Indicate whether your foreign principal is one of the following:

Government of a foreign country¹

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 Ukraine

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

¹ "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.
Individual citizen and resident of Ukraine.

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.)

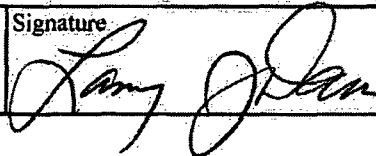
Payment for services rendered is made via Group DF, a Ukrainian corporation.

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

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
6/23/14	Lanny J. Davis, Esq., Principal	

OMB No. 1124-0004; Expires April 30, 2017

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

Lanny J. Davis & Associates, LLC

2. Registration No.

0230

3. Name of Foreign Principal

Dmitry Firtash

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.

Registrant is a law firm. Registrant will provide legal representation on ongoing matters to foreign principal, including strategies and services in support of Mr. Firtash's legal and litigation positions. At times these services may include correcting the record in the media and elsewhere from distortions and inaccuracies, advising on such media strategies for such purposes, and other forms of investigations and fact gathering to assist in the legal defense and in correcting the public record, and being the central U.S. manager for all of these and other litigation related services

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

Registrant is a law firm. Registrant will provide legal representation on ongoing matters to foreign principal, including strategies and services in support of Mr. Firtash's legal and litigation positions. At times these services may include correcting the record in the media and elsewhere from distortions and inaccuracies, advising on such media strategies for such purposes, and other forms of investigations and fact gathering to assist in the legal defense and in correcting the public record, and being the central U.S. manager for all of these and other litigation related services

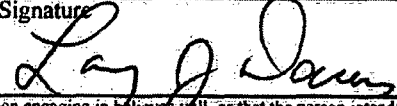
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

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.

In connection with exempt legal representation and legal services, it is possible may provide media strategy and public relations services related to the legal representation, including correcting the record in the media and elsewhere from distortions and inaccuracies, advising on such media strategies for such purposes, and other forms of investigations and fact gathering to assist in the legal defense and in correcting the public record.

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
6/23/14	Lanny J Davis, Esq., 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.



**LANNY J. DAVIS
& ASSOCIATES**

Business • Litigation • Public Affairs

VIA E-MAIL: robert.shetler-jones@groupdfi.com & ralph@isenegger-associates.com

April 18, 2014

Mr. Robert Shetler-Jones
Deputy Chairman
Group DF
Parus Business Centre
2 Mechnikova Street, 23rd floor
Kiev, 01601, Ukraine

RE: NEW ENGAGEMENT

Dear Robert:

This is a legal services engagement agreement ("Engagement Agreement") between Lanny J. Davis & Associates LLC (LJD&A) and Dmitry Firtash, personally ("the Client"), acting to provide legal advice concerning the recent indictment against Mr. Firtash by the Grand Jury of the Northern District of Illinois and any other legal issues and matters that may arise, including strategies and services in support of Mr. Firtash's legal and litigation positions, which include correcting the record in the media and elsewhere from distortions and inaccuracies, advising on such media strategies for such purposes, and other forms of investigations and fact gathering to assist in the legal defense and in correcting the public record, and being the central U.S. manager for all of these and other litigation related services ("hereafter, "the Services.")

Mr. Shetler-Jones, your signature, below, is an acknowledgment that Group DF shall be primarily responsible for the payment of all fees and disbursements as on time as provided below. However, Mr. Firtash's signature below is a confirmation that he will be personally responsible and personally guarantees the payments of all fees and disbursements and complying with all other terms and conditions of this Engagement Agreement.

In the course of providing such legal advice and supporting strategies, it may be necessary for my law firm to subcontract with various consultants and companies that have expertise in such litigation support services, and I will notify you of my recommendation to do so, with approximate costs, to obtain your agreement to pay for such consultants in addition to the monthly fees expressed in this letter; and such consultants shall, under my supervision, be part of the attorney-client and work-product privilege as case law the U.S. provides. It is also our mutual understanding that my first recommendation, as set forth in my strategy plan memo, will be to recommend the retention of Levick Communications, as the primary investigative research and strategic management firm in the U.S. A separate engagement letter by Levick, at the proposed budget of \$25,000 per month plus authorized expenses, will follow shortly after this letter.

1900 M Street, NW | Suite 300 | Washington, DC 20036 | Main #: (202) 756-8211 | Fax #: (202) 737-1141
www.lannyjdavis.com



Group DF Engagement Letter
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It is my understanding that my first reporting obligation and ongoing supervisor of my management services in the U.S. will be Ralph Isenegger Esq., subject to Dimitry Firtash's decisions and instructions on all strategies.

Fees

The Services shall be performed at \$60,000.00 per month, payable upon signing of my engagement letter, by wire with an advance payment for three months of \$180,000. In the second month on the anniversary date of this letter, the 18th of the month -- you will be expected to wire an additional \$60,000, and on the 18th of every month thereafter -- until such time as the services shall be terminated by either party. This means that my firm will retain in an interest-bearing escrow account the amount of \$120,000, to be refunded plus interest on the termination of my firm's services, or any such lesser amount as may be necessary to pay fees or disbursements. (In other words, you will always have paid two months in advance after this first payment).

In addition to the monthly fees, to be wired on the 18th of every month, will include authorized and necessary out-of-pocket expenses which have already been expended in prior months, documented by receipts where possible, which shall be paid along with the then due monthly fee of \$60,000. All overseas air travel and hotel expenses shall be prepaid by Group DF, as occurred during this recent trip, including business class airfare, hotel, meals, cab fares, parking, etc. and in-house services (such as postage, telephone charges, duplicating charges, etc.).

This agreement may be terminated by either party at any time by written notice on the first of any succeeding month sent by registered mail; however, whatever services are still due and owing must be completed and whatever payment is due and owing must be paid.

Wire Transfer Information

Payments should be made by wire transfer to the following account info:

Bank:	BB&T
Address:	1801 K Street, NW Washington, DC 20036
Acct. Name:	Lanny J. Davis & Associates LLC
ABA #:	335003308
Account #:	702126823851

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In order to avoid misunderstandings concerning potential conflicts of interest, it is my policy to identify and notify you of any clients whose interests may be adverse to yours. My representation of you does not extend to any parent organizations, subsidiaries, employees, officers, directors, shareholders, partners or affiliates.

Unless I am otherwise instructed by you in writing at or prior to the completion of the matter for which you have engaged me, I will within six (6) months of the completion of the matter for which you have engaged me or the termination of my services, whichever comes first, at my discretion, dispose of documents (hard copies, electronic and any other media) and other materials that remain in my possession relating to a matter for which my services have been completed or terminated.

In the unlikely event that circumstances make it necessary to do so, I reserve the right to withdraw from this engagement for nonpayment of my fees or for any other reason authorized or required by applicable rules of professional responsibility.

Indemnification

The Services to be provided will be subject to the instruction of you, and so long as those instructions are followed in good faith, you will indemnify LJD&A and its individual partners for all costs and liabilities, including reasonable attorney's fees, relating to or in connection with any claims, actions, demands made regarding the performance of the Services; provided that this provision shall not apply in the event of any final judicial or arbitral adjudication that finds that LJD&A has acted in bad faith or committed fraud. The liability for this indemnification provision shall arise and be deemed to commence immediately upon the notice of any such claim(s). In the event you do not comply with this provision, you agree that you shall be liable for any reasonable attorney's fees expended by LJD&A to enforce this provision. You agree that all disputes under this agreement or indemnification provision shall be determined by an expedited, binding arbitration under the rules of the American Arbitration Association, such arbitration to occur in Washington, D.C., with all such judgments of the arbitrator to be enforceable in D.C. U.S. District Court.

It is our mutual understanding that at any time either party may withdraw from this agreement for any reason. Any advance payment of fees for the current month shall not be refundable but the unused amount on deposit as stated above (\$120,000 plus interest) will be refunded.

If the foregoing correctly sets forth the terms of our engagement, please date and sign this letter and e-mail to me at your earliest convenience.

1900 M Street, NW | Suite 300 | Washington, DC 20036 | Main #: (202) 756-8211 | Fax #: (202) 737-1141
www.lannyjdavis.com



Group DF Engagement Letter
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I appreciate this opportunity to serve you and look forward to working with you on this matter.

Sincerely,


A handwritten signature in cursive script, appearing to read "Lanny J. Davis", written in dark ink.

Lanny J. Davis

Agreed to and accepted:

By: 
Dimitry Firtash, client

Date: 22.04.14

By: 
Mr. Robert Shetler Jones
For: Group DF, Guarantor, responsible
for payment of fees

Date: 22.04.14