

U.S. Department of Justice  
Washington, DC 20530


Received By NSD/FARA Registration Unit 03/05/2018 05:03 PM

**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 <https://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: <https://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: <https://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, Counterintelligence and Export Control 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.

<p>1. Name and Address of Registrant Baker, Donelson, Bearman, Caldwell &amp; Berkowitz, A Professional Corporation 165 Madison Ave Ste 2000, Memphis, TN 38103-2752</p>	<p>2. Registration No. </p>
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<p>3. Name of Foreign Principal Embassy of the Republic of Azerbaijan (through BGR Government Affairs, LLC)</p>	<p>4. Principal Address of Foreign Principal 2741 34th St, NW Washington, DC 20008</p>
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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) \_\_\_\_\_
- Individual-State nationality \_\_\_\_\_

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

- a) Branch or agency represented by the registrant  
Embassy of the Republic of Azerbaijan
- b) Name and title of official with whom registrant deals  
The Honorable Elin Suleymanov

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

<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.

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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.

N/A

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.

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
3/5/18	Nicole Carelli, Of Counsel	/s/ Nicole Carelli

U.S. Department of Justice  
Washington, DC 20530

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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 <https://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: <https://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: <https://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, Counterintelligence and Export Control 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 Baker, Donelson, Berman, Caldwell & Berkowitz, A Professional Corporation	2. Registration No. 
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3. Name of Foreign Principal  
Embassy of the Republic of Azerbaijan (through BGR Government Affairs, LLC)

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.

The registrant is a subcontractor to BGR Government Affairs, LLC. There is no formal written contract between the registrant and the foreign principal. See the attached independent contractor's agreement, signed by the registrant and BGR Government Affairs, LLC.

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

The registrant will provide strategic guidance and counsel with regard to government activity within the U.S. impacting the foreign principal's interests. This may include relevant outreach to U.S. government officials, non-government organizations and other individuals within the U.S.

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 registrant will monitor and advise the foreign principal on U.S. policymaking processes impacting the foreign principal's interests and arrange meetings between the foreign principal and U.S. policymakers.

**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
3/5/2018	Nicole Carelli, Of Counsel	/s/ Nicole Carelli

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.



WASHINGTON · LONDON

**Todd Eardensohn, CPA**  
*Chief Financial Officer*

February 23, 2018

James Dyer  
Senior Advisor  
Baker Donelson  
901 K St. NW  
Suite 900  
Washington, DC 20001

Dear Jim,

Please accept this independent contractor's agreement ("Agreement"), which sets forth the terms and conditions for your independent consulting services with BGR Group.

**Parties:** This Agreement is effective upon execution and made by and between BGR Group ("BGR") and Baker Donelson ("Independent Contractor") (each a "Party;" together the "Parties").

**Services:** Under this Agreement, Independent Contractor will assist BGR with its work on behalf of Embassy of the Republic of Azerbaijan ("Third Party").

The Parties agree to the following terms and conditions:

1. **Compensation:** In consideration for Independent Contractor's services BGR will pay Independent Contractor as follows a monthly professional fee of USD \$20,000.00 beginning February 23, 2018 through December 31, 2018

Independent Contractor acknowledges and agrees that any payments are contingent upon BGR's receipt of payment from the Third Party. Independent Contractor further agrees that it shall have no claim, right or interest to any fees if BGR does not collect or receive its fees from the Third Party

2. **Expenses:** Independent Contractor understands and agrees that it is responsible for any expenses incurred relating to its services unless preapproved in writing by BGR and/or Third Party.
3. **Term:** This Agreement shall be effective upon signing; however, the Independent Contractor understands and acknowledges that the Third Party may choose to terminate the Agreement before the initial term ends, upon thirty (30) days written notice, or extend the Agreement beyond the initial term on a month-to-month basis, which would be agreed to in writing by the Parties.

BGR GOVERNMENT AFFAIRS  
BGR PUBLIC RELATIONS  
BGR BUSINESS ADVISORS

The Horner Building • Eleventh Floor South • 601 Thirteenth Street, NW • Washington, DC 20005  
Phone: (202) 333-4936 • Fax: (202) 833-9392  
www.bgrdc.com

4. **Confidentiality:** The Parties may propose to mutually disclose certain of its confidential and propriety information ("Confidential Information") to each other as we work together on behalf of the Third Party. Written Confidential Information may include information concerning client or personal relationships, or financial or other statistical information. Confidential Information disclosed orally shall be identified as such by the Parties. Nothing herein shall require the Parties to disclose any of its information to others outside of this Agreement. The Parties agree that the Confidential Information is to be considered confidential and proprietary to the Parties and shall hold for the same in confidence; shall not use the Confidential Information other than for the purposes of its business between the Parties; and shall not disclose, publish or otherwise reveal any of the Confidential Information to any other person or entity whatsoever except with the specific prior written authorization of both Parties. Confidential Information furnished in tangible form shall not be duplicated by the Parties except for purposes of this Agreement.

The Parties agree not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held between the Parties. Information disclosed between the Parties, under the terms of this Agreement, shall remain confidential for a period of one (1) year following the disclosure.


5. **Indemnification:** Independent Contractor shall indemnify and hold harmless BGR its affiliates, directors, officers, employees, partners, contractors or agents, from and against any and all claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges (collectively, "Claims") to the extent that such Claims arise out of or were caused by the negligence, gross negligence, or willful misconduct of the Independent Contractor. BGR shall indemnify and hold harmless Independent Contractor its affiliates, directors, officers, employees, partners, contractors or agents, from and against any and all claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges (collectively, "Claims") to the extent that such Claims arise out of or were caused by the negligence, gross negligence, or willful misconduct of BGR. Such indemnity clauses above shall not be construed to exclude or void insurance policies covering the acts and omissions of the Parties.
6. **Miscellaneous:** In performing the services specified herein, Independent Contractor will be acting as an independent contractor and will under no circumstances be considered an employee or affiliate of BGR for any purpose (including, but not limited to, employment and income taxes, insurance, retirement and profit-sharing plans and death benefits). As an independent contractor, Independent Contractor shall bear all financial responsibility for Independent Contractor's activities; shall be responsible for maintaining Independent Contractor's own separate financial books, records and insurance; shall be responsible for and pay all federal, state and local payroll and withholding taxes; and shall indemnify and hold BGR harmless from any responsibility for said taxes, licenses, contributions required

under federal and state unemployment insurance, social security and/or workmen's compensation. Independent Contractor understands and acknowledges that as an independent contractor, Independent Contractor's performance of this Agreement is conditioned upon the performance by Third Party and their collateral agreements with BGR. BGR will act in good faith and take all reasonable efforts to ensure the performance of the Third Party.

- 7. **Waiver of Liability:** BGR and Independent Contractor and/or their affiliated companies, their employees, directors, agents, representatives, shareholders or controlling persons shall have no liability to each other or their employees, partners, directors, agents, representatives, shareholders or controlling persons nor any next of kin, successors, heirs, and dependents of each other and, their employees, partners, directors, agents, representatives, shareholders or controlling persons thereof for any financial losses, illness, bodily injuries, including death, sustained by, related to, or caused by riots, Acts of War, Acts of God, civil disobedience, detention, arrest, negligence, or criminal acts of third parties.
- 8. **Compliance:** Independent Contractor agrees to comply with all U.S. federal and state laws, including but not limited to, the Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§78dd-1, *et. seq.*, a U.S. law that prohibits payments to foreign officials for the purpose of obtaining or keeping business, the Foreign Agent Registration Act, the Lobbying Disclosure Act as amended, and the Honest Leadership and Open Government Act. Independent Contractor will register as a subcontractor of BGR's with the Department of Justice and will provide BGR with the required information it needs to complete its semi-annual filings.
- 9. **Integration and Modification:** This document represents the entire agreement between the Parties. There are no promises, understandings, or agreements of any kind that relate to this Agreement other than those stated above. This Agreement may not be changed except in writing and signed by each party to be bound hereby.

We look forward to working with you on this matter.

**BGR Group**

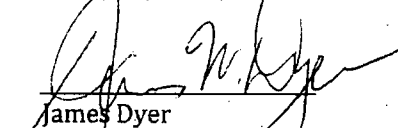


Todd Eardensohn  
Chief Financial Officer

2/23/18  
Date

cc: Christy Markva

**Baker Donelson**



James Dyer  
Senior Advisor

2/23/18  
Date

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