U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1105-0003

Privacy Act Statement. 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. 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.

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, Criminal 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.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant	2. Registration No.
Burson-Marsteller 1801 K Street NW, Suite 1000-L Washington DC, 20006	2469

3. Name of foreign principal	4. Principal address of foreign principal
Stepan Matirosyan	120 Aspen Oak Lane Glendale, CA 91207

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
  - ☐ Committee
  - ☐ Corporation
  - ☐ Voluntary group
  - ☐ Association
  - ☐ Other (specify): _____
- ☒ Individual-State nationality Armenia

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.

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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

Conduct communications activities to:
- Position Armenia as a safe and stable country for both diplomatic partnerships and increased international investment.
- Implement a program of long-term awareness and reputation building on behalf of Minister Sarkisian.

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

Date of Exhibit A	Name and Title	Signature
11/17/2006	Sharon Balkam Managing Director, Public Affairs	

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1105-0007

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. 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. 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.

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, Criminal 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	2. Registration No.
Burson-Marsteller	2469

3. Name of Foreign Principal

Stepan Martirosyan

Check Appropriate Boxes:

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.

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7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Conduct communications activities to:
- Position Armenia as a safe and stable country for both diplomatic partnerships and increased international investment.
- Implement a program of long-term awareness and reputation building on behalf of Minister Sarkisian.

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

Sharing information with the Us government regarding the policies and actions of the government of Armenia as well as facilitating meetingw for Minister Sarkisian

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.

To inform US policymakers of the policy positions and activities of the Government of Armenia and of Minister Serge Sarkisian

Date of Exhibit B	Name and Title	Signature
11/17/2006	Sharon Balkam Managing Director, Public Affairs	Sharon Balkam

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.

Burson•Marsteller

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Washington, D.C. 20006.1201
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Stepan Martirosyan/Burson-Marsteller
Engagement Letter

October 23, 2006

Mr. Stepan Martirosyan
120 Aspen Oak Lane
Glendale, CA 91207

Dear Mr. Martirosyan:

This engagement letter outlines the role, scope of work, expected output and specific financial and billing terms of Burson-Marsteller ("B-M") for the services specified below to be rendered to Stepan Martirosyan ("Client") which will commence on November 1, 2006, conditioned upon receipt of advance payment as specified below and will continue through May 31, 2007. It is understood that this letter complements the legal terms and conditions that have been executed between the parties.

Scope of Work:

During the term of this engagement, B-M, in concert with its sister company, BKSH & Associates, will provide the following services:

Section I Conduct communications activities to:

- Position Armenia as a safe and stable country for both diplomatic partnerships and increased international investment.
- Implement a program of long-term awareness and reputation building on behalf of Minister Sarkisian.

Specific activities consist of:

- Materials development
- Contact media and facilitate interviews and media visits to Armenia
- Secure speaking opportunities
- Draft speeches
- Contact stakeholders and facilitate meetings

Section II Additionally agreed upon services may include but not be limited to, visits to Armenia by Burson-Marsteller team members (the professional fees for which will be a flat fee of $50,000 for a three-member team for a two to three-day trip, plus expenses) and visits by a smaller or larger team or for a different duration, the price of which will be negotiated separately at such time of request. Each time such additional services are requested, they must be

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agreed upon in a writing (email shall be sufficient) which clearly details the specific services and the corresponding budget "Additional Services Agreement". Each Additional Services Agreement shall become a part of and be incorporated into this engagement. Unless otherwise specified in the Additional Services Agreement, all professional fee for such additional services will be due in advance of commencement of such additional services.

Financial Terms:

- Services outlined in Section I of the Scope of Work above, will be rendered based on monthly retainers of US $65,000.00 per month. Invoicing and payment of such retainers will be based on an advance basis in accordance with the Billing/Payment Terms below.
- All professional services rendered in accordance with an executed Additional Services Agreement, will unless otherwise stated in the applicable Additional Services Agreement, be invoiced to and due by Client in advance of commencement of such additional services.
- All expenses associated with Services under both Sections I and II of the Scope of Work outlined above, including but not limited to, postage, messenger, long distance telephone charges, photography, travel and related expenses and 3rd party vendor invoices will be additionally billed to Client. Please note that production related 3rd party vendor costs will bear a commission of 17.65%.

Billing/Payment Terms:

- For services under Section I of the Scope of Work outlined above, retainers will be invoiced to and due from Client as follows:
  - The first professional fee installment of US $65,000.00 is included along with this Letter of Engagement. Payment of this invoice is required before services can commence; and
  - Each subsequent professional fee installment of US $65,000.00 will be invoiced on a monthly basis, with payment due prior to commencement of services each month.

- All professional fees incurred under any Additional Services Agreement, will, unless otherwise agreed upon in the applicable Additional Services Agreement, be invoiced to and due by Client in advance of the commencement of services under the applicable Additional Services Agreement.
- All expenses, as defined above, will be invoiced to Client on a monthly basis. Such expenses shall be listed on a category basis (e.g. travel, telephone, fax, photography, etc.). All expense invoices are due within

fifteen days of each invoice date. Supporting documentation will be available for review at your request.

It is clearly understood that all dollar amounts indicated in this engagement letter are to be billed and paid in US Dollars and are net of any withholding Taxes or other applicable country taxes. It is further understood that all such taxes, including but not limited to VAT/Sales Taxes applicable in each country are the sole responsibility of Client and will be added to all dollar amounts indicated in this letter. The cost of any variances in exchange rates shall be borne by the Client.

B-M reserves the right, at its sole discretion, not to commence or continue any services under this engagement if Client fails to remit any payment due hereunder within the time frame specified herein or if Client fails to provide B-M with the required air and hotel accommodations as outlined above. It is clearly understood and agreed that should B-M exercise its right hereunder, B-M shall not be liable for any costs whatsoever (including without limitation, any cancellation fees or penalties), arising out of or resulting from B-M's exercising such right.

It is understood and agreed that we cannot undertake to verify the facts supplied to us by you or factual matters included in material prepared by us which will be your responsibility. You agree to indemnify and hold us harmless from and against any and all losses, claims, damages, expenses (including reasonable attorney's fees) which we may incur based upon information, representations, reports, data, or releases furnished or approved by you or your representatives for use or release by us, or in connection with any publicity or other materials prepared or placed by us for you; or any alleged or actual defects in your products or services (including, without limitation, any claim for bodily injury or death); or allegations that your activities violate or infringe upon the copyright, trademark, patent or other rights of any third party, or that your activities induce, promote or encourage the violation of or infringement upon the rights of any third party. You agree also to reimburse us for any expenses incurred by us in connection with any litigation, governmental inquiry or other action, commenced or threatened against you. It is understood and agreed that we have no control over information once it has been issued to another third party. We cannot assure the use of any material by any medium, print or electronic, nor the accuracy of what any third party publishes.

B-M shall be responsible for making full and necessary disclosure of this engagement and the activities specified herein, pursuant to the requirements of the Foreign Agents Registration Act, 22 U.S.C. Section 611 et seq., the Lobbying Act, 2 U.S.C. Section 261 et seq., and similar statutes. Both parties shall be responsible for complying with the applicable provisions of the Foreign Corrupt Practices Act, 15 U.S.C. §78dd-2 (the "Act"). Neither party shall pay, and will not permit or suffer any respective agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate, for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of

his/her or its lawful duty or inducing him or it to exercise his/her or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for B-M or Client. Moreover, before making payment of any money or thing of value on behalf of, B-M or Client, B-M and Client (whichever the case may be) shall make such inquiry as the circumstances may indicate is prudent into whether the immediate recipient and any ultimate recipient or beneficiary of such payment may have any official status with the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or with any political party, official thereof, or any candidate for political office. Should either party become aware of a possible violation of the Act, or of the facts and circumstances from which a prudent person could conclude that further inquiry is necessary to determine whether such a violation has occurred, is occurring or is likely to occur, such party shall advise the other party and shall also conduct an inquiry or investigation as is prudent.

Any work beyond the scope of work outlined in this engagement letter will be negotiated separately and outlined in a separate engagement letter on a per project basis. No such additional work will begin without the prior written agreement of both parties.

Please indicate your confirmation and acceptance of the above by signing in the space provided below and returning one original signed copy of this letter.

Yours sincerely,
Burson-Marsteller

Date: 10/23/06

James C. Lake
Chairman, U.S. Public Affairs Practice

Accepted and agreed by Stepan Martirosyan

By: Martirosyan

Date: 10.27.06

Mr. Stepan Martirosyan

Project Code No: _____
B-M Internal Use Only

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