

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 Arnall Golden Gregory LLP 171 17th Street Northwest - Suite 2100 Atlanta, GA 30363-1031	2. Registration No. <div style="font-size: 2em; text-align: center;">6150</div>
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3. Name of Foreign Principal Dmitry Shpenov	4. Principal Address of Foreign Principal 29 Dovatora Str. Kriviy Rig Ukraine
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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:

<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 ( <i>specify</i> ) _____

Individual-State nationality Ukraine

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

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.

Dmitry Shpenov is a Member of the 6th Ukrainian Parliament (Rada). He is a member of the Party of the Regions. The Party of the Regions supports the regional development, formation of the unified legal system, as well as promotion of economic and political stability in the country.

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.)*

Dmitry Shpenov is a Member of the 6th Ukrainian Parliament (Rada). He is a member of the Party of the Regions. The Party of the Regions supports the regional development, formation of the unified legal system, as well as promotion of economic and political stability in the country.

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.

**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
January 14, 2013		/s/ Glenn P. Hendrix <span style="float: right;">eSigned</span>

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

Arnall Golden Gregory LLP

2. Registration No.

6150

3. Name of Foreign Principal

Dmitry Shpenov

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.

Advocating for and advising the foreign principal with respect to advocacy efforts and alerting Congress and the Administration about economically disadvantageous policies, which detrimentally affected the State of Ukraine and the Ukrainian people as the result of the action of the former Ukrainian government; educating about efforts of the foreign principal and the present Ukrainian government to attain energy independence and to develop modern agriculture in Ukraine; and assisting with the organization of meetings with U.S. government officials and Members of Congress. This representation will involve contacts with Members of Congress, congressional staff, and Obama Administration officials and employees.

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

Advocating for and advising the foreign principal with respect to advocacy efforts and alerting Congress and the Administration about economically disadvantageous policies, which detrimentally affected the State of Ukraine and the Ukrainian people as the result of the action of the former Ukrainian government; educating about efforts of the foreign principal and the present Ukrainian government to attain energy independence and to develop modern agriculture in Ukraine; and assisting with the organization of meetings with U.S. government officials and Members of Congress. This representation will involve contacts with Members of Congress, congressional staff, and Obama Administration officials and employees.

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.

Advocating for and advising the foreign principal with respect to advocacy efforts and alerting Congress and the Administration about economically disadvantageous policies, which detrimentally affected the State of Ukraine and the Ukrainian people as the result of the action of the former Ukrainian government; educating about efforts of the foreign principal and the present Ukrainian government to attain energy independence and to develop modern agriculture in Ukraine; and assisting with the organization of meetings with U.S. government officials and Members of Congress. This representation will involve contacts with Members of Congress, congressional staff, and Obama Administration officials and employees.

**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
January 14, 2013		/s/ Glenn P. Hendrix <span style="float: right;">eSigned</span>

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.

**Arnall  
Golden  
Gregory LLP**

Gene M. Burd  
Attorney at Law  
Direct phone: 202.677.4048  
Direct fax: 202.677.4049  
E-mail: gene.burd@agg.com  
www.agg.com

December 26, 2012

Dmitry Shpenov  
29 Dovatora Str.  
Kriviy Rig  
Ukraine

**RE: Representation by Arnall Golden Gregory LLP**

Dear Mr. Shpenov:

Thank you for asking Arnall Golden Gregory LLP ("AGG") to provide legal and public policy advice to you in connection with your efforts to provide information about current developments in Ukraine to public and political officials in the United States. This letter and the enclosed Standard Terms of Representation will describe the terms of our engagement.

As our client, we will advise and assist you in this matter will be you, we will advise and assist you in presenting information about legal, political, social and business developments in Ukraine, consistent with the improvement of relations between Ukraine and the United States. AGG's fee for services will be charged on a monthly retainer basis in the amount of \$40,000 per month payable in advance before the beginning of the month. We will work together with John Blount of Tauzin Consultants LLC and this fee includes consulting services provided by his firm. Because you are a new client, the initial payment in the amount of \$40,000 for the initial month is due before we commence our representation.

In addition to the fee, you will be responsible for the reimbursement of costs and travel expenses such as photocopying, travel, mail and courier services, facsimile, printing, filing fees and computer research. We will not incur reimbursable expenses in excess of \$250 without obtaining your prior approval. In addition, we expect that you will reimburse us for any fees of any experts, interpreters and consultants we might retain on your behalf with your authorization.

We anticipate that a minimum time of engagement will be twelve months during which you would be able to terminate this engagement for a cause on a 30-day notice. After the initial twelve-month period, the engagement can be terminated as set forth in the enclosed Standard Terms of Representation.

1775 Pennsylvania Avenue, NW, Suite 1000 Washington, D.C. 20006  
Atlanta • Miami • Washington, D.C

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Gregory LLP**

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Our representation of you is subject to our firm's internal conflict review and approval process. Our representation of you in this matter shall not preclude Arnall Golden Gregory LLP from representing other clients in matters adverse to you in matters that are not substantially related to our representation.

Additional information regarding fees and other important matters appears in the enclosed Standard Terms of Representation, which are incorporated as part of this letter and which we encourage you to review carefully before agreeing to our engagement. Please call me if you have any questions concerning this letter.

We very much appreciate your confidence and the opportunity to work with you in this matter. Please sign and return the counterpart original to signify your acceptance of this engagement. Of course, if you have questions about this letter or our work, please contact me at 202 677 4048.

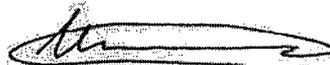
Sincerely,

Arnall Golden Gregory LLP



Gene M. Burd  
Attorney at Law

THE UNDERSIGNED ACCEPTS AND AGREES TO THE TERMS OF THIS AGREEMENT



Dmitry Shpenov

*December the twenty seventh,*  
Date *two thousand twelve*



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### **Standard Terms of Representation**

This document sets forth the standard terms of Arnall Golden Gregory's ("AGG's") engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this document carefully and contact us promptly if you have any questions. You should retain this document in your file.

### **The Scope of Our Work**

The legal services that AGG will provide to you are described in our engagement letter. AGG's representation is limited to performance of the services described in that letter and does not include representation of you or your interests in any other matter.

Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity (*i.e.*, if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). Accordingly, for conflict of interest purposes, we may represent another client with interests adverse to any such affiliate without obtaining your consent.

### **Who Will Provide the Legal Services**

Customarily, each of AGG's clients is served by a principal lawyer contact. You are free to request a change of principal lawyer at any time. Subject to the supervisory role of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

### **Client Responsibilities**

You agree to pay our statements for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and will keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. Because it is



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important that we be able to contact you at all times to consult with you regarding your representation, you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you. If you affiliate with, acquire, are acquired by, or merge with another company, you will provide us with sufficient notice to permit us to withdraw as your lawyer if we determine that such affiliation, acquisition, or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition, or merger, or if we determine that it is not in the best interest of the firm to represent the new entity.

#### How Fees Will Be Set

The principal basis for computing our fees for the legal services we provide to you will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. In addition, in appropriate circumstances, we may also consider:

- The novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- The fee customarily charged in the locality for similar legal services;
- The amount of time or value of property involved and the results obtained;
- The time limitations imposed by you or by the circumstances, such as an emergency closing, the need for injunctive relief from court, or substantial disruption of other office business;
- The nature and length of our professional relationship with you; and
- The experience, reputation, and ability of the lawyers performing the services.

The hourly rates of our lawyers and legal assistants are adjusted from time to time (typically at the start of each year) to reflect current levels of legal experience, changes in overhead costs and other factors. Our invoices will reflect hourly rates in effect at the time services are rendered. We will keep records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in units of tenths of an hour.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation unless otherwise agreed in writing signed by you and us. The ultimate cost frequently is more or less than the amount estimated.



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### **Additional Charges**

Typically, we will charge our clients not only for legal services rendered, but also for other ancillary services provided. Examples include charges for long-distance telephone calls, messenger deliveries, computerized research services and the use of our facsimile and photocopy machines. While our charges for these services are measured by use, they may not, in all instances, reflect our exact out-of-pocket costs. For many of these items, the precise cost of providing the service is difficult to establish. We would be pleased to discuss the specific schedule of charges for these additional services with you and to answer any questions that you may have. If you would prefer, in some situations we can arrange for these services to be provided by third parties with direct billing to you.

You authorize us to retain any investigators, consultants, or experts necessary in our judgment to represent your interests in the representation. Their fees and expenses generally will not be paid by us, but will be billed directly to you.

### **Billing Arrangement and Terms of Payment**

We will bill you on a regular basis, normally each month, for both fees and disbursements. You agree to make payments within 30 days of receiving our statement.

We will give you prompt notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we will withdraw from the representation and will pursue collection of your account.

### **Retainer and Trust Deposits**

New clients of the firm typically are required to deposit a retainer with the firm. Unless otherwise agreed, the retainer deposit will be credited toward your invoices. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance, if any, or an appropriate part of it will be returned to you. If the retainer deposit proves insufficient to cover current expenses and fees at some point during the representation, it may have to be increased or replenished.

All trust deposits we receive from you, including retainers, will be placed in a trust account for your benefit. Normally, pursuant to court rule, your deposit will be placed in a pooled account, and the interest earned on the pooled account will be payable to a charitable foundation. Other trust deposits will also be placed in the pooled account unless you request a segregated account.



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### **Termination**

You may, at any time, terminate our services and representation upon written notice to us. Such termination shall not, however, relieve you of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on your behalf through the date of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to you. In the event that we terminate the engagement, AGG will take such steps as are reasonably practicable to protect your interests in the specified matter, and you agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on your behalf through the date of withdrawal. If permission for withdrawal is required by court or arbitration panel, we will promptly request such permission, and you agree not to oppose our request.

Unless previously terminated, our representation of you in the specified matter will terminate upon our sending you our final statement for services rendered in the matter.

Following the termination of our services, at your request, your papers and property will be returned to you upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records and internal lawyers' work product, such as drafts, notes, internal memoranda and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by AGG will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

After the conclusion of our representation, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after the conclusion of the matter to provide additional advice on issues arising from the matter, AGG has no continuing obligation to advise you with respect to future legal developments.

### **Choice of Law**

The relationship between you and AGG, including the validity, construction and enforceability of this engagement letter, shall be governed by the law and professional conduct rules of the District of Columbia, without regard to conflicts of law principles.

**Arnall  
Golden  
Gregory LLP**

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**Consent Relating to In-Firm Privilege**

AGG represents many clients and handles a great number of complex matters each year. In part because of the number of clients that AGG represents and the complexity of the matters in which we become involved, from time to time issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers. These might include, for example, conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. Under normal circumstances when such issues arise, we seek the advice of our General Counsel and/or Deputy General Counsel who are experts in such matters. Historically, we have considered such consultations to be attorney-client privileged communications between firm personnel and the counsel for the firm. In recent years, however, there have been some judicial decisions indicating that under some circumstances such communications involve a conflict of interest between the client and AGG and that our consultation with AGG's counsel may not be privileged, unless we either withdraw from the representation of the client or obtain the client's consent to consult with AGG's counsel.

We believe that it is in our clients' interest, as well as AGG's interest, that in the event legal ethics or related issues arise during a representation, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation of your interests, you agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with AGG's internal counsel or, if we choose, outside counsel, we have your consent to do so and that our representation of your interests shall not, thereby, waive any attorney-client privilege that AGG may have to protect the confidentiality of our communications with counsel.