

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 Patton Boggs LLP	2. Registration No. 2165
3. Name of Foreign Principal Government of Georgia	4. Principal Address of Foreign Principal Government of Georgia Tbilisi, Georgia 0175 P. Ingorokva Str. N7
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (<i>specify</i>) _____ <input type="checkbox"/> Individual-State nationality _____	
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant Chancellery of the Government of Georgia b) Name and title of official with whom registrant deals Ms. Maya Tskitishvili, Head of the Chancellery of the Government of Georgia	
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	

Formerly CRM-157

FORM NSD-3
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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 February 21, 2013	Name and Title Edward J. Newberry, Managing Partner	Signature /s/ Edward J. Newberry	eSigned
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Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Patton Boggs LLP	2. Registration No. 2165
3. Name of Foreign Principal Government of Georgia	

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 retained to provide the foreign principal with advice and assistance on U.S.-Georgia bilateral issues.

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

Registrant proposes to provide foreign principal with advice and assistance on U.S.-Georgia bilateral relations.

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.

Some of the Registrant's activities will include counseling and assisting the foreign principal in communicating with U.S. Executive and Legislative Branch officials concerning various U.S.-Georgia bilateral issues.

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
February 21, 2013	Edward J. Newberry	/s/ Edward J. Newberry eSigned

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.

Advisory Contract

This Contract is made by and between the Chancellery of the Government of Georgia, represented by Ms. Maya Tskitishvili, Head of the Chancellery of the Government of Georgia (hereinafter referred as "the Client") and Patton Boggs LLP represented by Mr. Thomas Hale Boggs, Jr. (hereinafter referred as "the Firm")

WHEREAS, in consideration of the Services hereinafter stated, the Client is willing to hire the Firm to assist the Client with respect to supporting U.S.-Georgia bilateral relations and Georgia's NATO aspirations, communicating with the U.S. Government and Congress, supporting relations with media and opinion makers, facilitate arrangement of relevant events and meetings and educating U.S. about developments in Georgia.

The Firm is willing to render such services to the Client.

NOW THEREFORE, the parties agree as follows:

Article 1. Purpose of the Contract

The purpose of the Contract is to make available to the Client the Services (hereinafter referred as "the Services") by the firm as shown in the recital of this Contract and subsequently agreed to by the Client and Firm on an ongoing basis.

Article 2. Rights and Obligations of the Parties

2.1. The Firm:

- 2.1.1. shall render the Services in due time and of proper quality;
- 2.1.2. has to notify the Client regarding any conflict of interest that would interfere with its representation;
- 2.1.3. agrees not to disclose any confidential information obtained during the performance of the Services to anyone other than the Client without the specific written consent of the latter. This provision is valid at any time during or after the duration of the Contract except when disclosure of such information is required by the law;
- 2.1.4. the Firm and its staff, in performing its obligations for the Client, shall at all times perform the Services by using all reasonable skill, care, due diligence and efficiency and shall carry out its professional obligations in accordance with recognized international professional standards;
- 2.1.5. the Firm is obliged to inform the Client immediately about any reasons and/or circumstances, independent from it, that can disrupt for the course of timely and proper fulfillment of the "Services";

- 2.1.6. shall avoid any behavior which might damage Government of Georgia's reputation or which in any way might adversely affect the interests, reputation or assets of the Government of Georgia.

2.2. The Client:

- 2.2.1. shall render payment to the Firm for the Services provided in accordance with article 4 of this Contract;
- 2.2.2. agrees that the Firm's representation in this matter will not preclude the Firm representing other clients, whenever such representation can be undertaken consistent with applicable ethical and professional rules.

Article 3. Deliverables and Reports

The Firm shall submit:

- 3.1. a progress report every two weeks with brief description of completed activities during a reporting period;
- 3.2. a monthly report with detailed description of the completed and planned activities during a reporting period. Monthly reports shall be submitted within 5 days after the end of a reporting period.
- 3.3. all deliverables produced (e.g. plans, speeches, action plans, publications) during a reporting period; deliverables should be submitted together with monthly reports;
- 3.4. a final report shall be submitted within 10 days after the end of the contract.

Article 4. Costs and Taxes

- 4.1 Monthly payment equal to USD 90 000 (ninety thousand) shall be made by the Client to the Firm's bank account within 10 days after the Firm submits an invoice together with monthly reports and deliverables indicated in the Article 3 of the Contract.
- 4.2 Extra costs in excess of USD 500 (five hundred) including international and domestic travel, economy class tickets, standard room accommodation, taxis to and from airport and other expenses incurred by the Firm require prior approval of the Client.
- 4.3 For the purposes of reimbursement of extra costs the Client may request submission of checks, receipts, bills, invoices or any other financial documents that may be used

to certify the fulfillment of the Firm's contractual obligations. The Firm is obliged to keep above mentioned documents for the duration of the Contract.

- 4.4 Taxes, which may be incurred by the Firm on payments made by the Client for the Services rendered under this Contract, shall be the responsibility of the Client for taxes incurred in Georgia and the responsibility of the Firm for taxes incurred outside of Georgia.
- 4.5 The Firm bears all expenses connected with bank services on the territory of its country. The Client bears all expenses connected with bank services on the territory of Georgia.

Article 5. Force Majeure

Parties to the Contract shall be released from responsibility for complete or partial non-performance of their obligations under the Contract should this non-performance be caused by such circumstances like flood, fire, other natural disaster, strikes, military operations, epidemics and other unforeseeable circumstances which are beyond the Party's control and if they have had a direct damaging effect on the execution of the Contract. If any of these circumstances have affected directly to the timely execution of the Contract the term of liabilities execution will be postponed in proportion for the time period of the disruptive events. Parties are obliged to give a written notification regarding impeding circumstances mentioned in this article.

Article 6. Amendments

Any changes in the nature or scope of the Services to be performed by the Firm for the Client pursuant to this Contract or any amendment to the terms of this Contract shall only be made in writing in the form of an addendum to this Contract. Such addendum shall be signed by the both Client and the Firm and shall be incorporated as part of this Contract by this reference.

Article 7. Termination of the Contract

- 7.1 The Contract can be terminated by either Party with one-month advance written notice or by the 15 day written notice in case any Party violates the terms of the Contract.
- 7.2 In the event of termination of the Contract, the Client shall compensate the firm for its fees incurred for the Services performed up to the effective date of termination in connection with the termination of the Contract.

Article 8. Applicable law and dispute settlement

This Contract shall be governed by and construed in accordance with the laws of the country of Georgia. Any disputes arising out of or related to the Contract shall be resolved through arbitration according to the Rules of UNCITRAL, with the arbitration taking place in London, Great Britain.

Article 9. Validity of the Contract

- 9.1 This Contract will be valid upon the date of its signature by the both parties for the duration of 6 months with the possibility of extension. The parties may renew the Contract for an additional time period as may be further agreed in writing.
- 9.2 The Contract is concluded in two copies of equal legal validity in English language.

Signed By:

Chancellery of the Government of Georgia

Represented by Ms. Maya Tskitishvili

Address: Tbilisi, Georgia 0175

P. Ingorokva Str. N7

Signature:

Date... 15 February 2013

Patton Boggs LLP

Represented by Mr. Thomas Hale Boggs, Jr.

Address: Washington DC, 20037-1350

202-457-6000

Signature:

Date... 15 February 2013