

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 Dutko Group Companies 412 First Street SE Washington, DC 20003	2. Registration No. 5693
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3. Name of foreign principal Freedom Enterprises I, LLC	4. Principal address of foreign principal c/o Nixon Peabody 437 Madison Avenue New York, NY 10022
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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:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify): _____
- Individual-State nationality

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

- a) Branch or agency represented by the registrant.
not applicable
- b) Name and title of official with whom registrant deals.
not applicable

7. If the foreign principal is a foreign political party, state:

- a) Principal address.
not applicable
- b) Name and title of official with whom registrant deals.
not applicable
- c) Principal aim.
not applicable

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

Corporation formed to fund the work on democracy and enhanced transparency in Azerbaijan

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

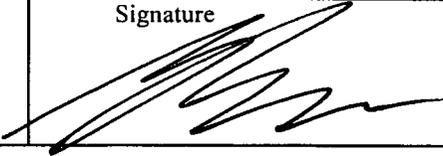
9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

Corporation owned by Huseyin Gun

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CORPORATE REGISTRATION UNIT

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.

Todd Peterson

Date of Exhibit A 7/28/05	Name and Title Stephen Brown Senior Vice President and Associate General Counsel	Signature 
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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.

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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 Dutko Group Companies	2. Registration No. 5693
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3. Name of Foreign Principal Freedom Enterprises I, LLC

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.

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

Please see attached contract

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

Public Policy Management

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.

(See attached contract for scope of work to be performed).

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Date of Exhibit B	Name and Title	Signature
8/1/05	Stephen Brown Senior Vice President and Deputy General Counsel	

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.

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is between **Freedom Enterprises I, LLC** ("Client"), and **Dutko Worldwide, Inc.** (the "Firm"). For purposes of this Agreement, Client and the Firm are referred to collectively as "the Parties."

AGREEMENT

1. Services.

Under the terms of this Agreement, the Firm will provide to the Client professional consulting services including, but not necessarily limited to:

- Engaging Executive Branch and Congressional staff, journalists and members of the media, non-governmental institutions and public policy institutions on the importance of free and fair elections in Azerbaijan.

2. Representations by Client.

Client represents that: (i) no commissions, fees, expenses or other amounts paid to the Firm in connection with this Agreement shall be paid from any Federally appropriated funds; (ii) it shall timely complete and submit required lobbying registration forms and reports; and (iii) it recognizes that certain costs incurred in connection with this Agreement may not be deductible business expenses under applicable Federal law.

3. Obligations of the Firm.

- a. The Firm will perform its responsibilities under this Agreement in an ethical and businesslike manner.
- b. The Firm will submit all reports required of it by Federal law as a result of its performance of the Agreement.

4. Obligations of Client.

- a. Assisting with Government Disclosures by the Firm. Client recognizes that the Firm may periodically be required to file Federal lobbying disclosure forms which may require Client's signature. Client agrees to

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cooperate in the Firm's efforts to file these disclosures, including, but not limited to, providing timely signatures on disclosure forms provided by the Firm. The Firm will submit all reports required of it by federal and state law as a result of its performance of the Agreement, including the Foreign Agents Registration Act and the Foreign Corrupt Practices Act, if determined by the Firm to be applicable

- b. Expenses. Client authorizes the Firm to incur and receive reimbursement for reasonable out-of-pocket expenses related to the Firm's performance of the Agreement, including: travel costs; expenses related to attending meetings and conferences relevant to the Client's business interests; long distance telephone charges; postage; photocopy and facsimile charges; and such other out-of-pocket expenses that are reasonably necessary to the Firm's performance of the Agreement. Monthly expenses shall not exceed \$500 without Client's approval. Reimbursable expenses are separate from and shall not be considered when determining the Firm's compensation under the Agreement.

5. Compensation.

- a. Monthly Retainer. Client agrees to pay the Firm, as compensation for services performed under this Agreement, a Monthly Retainer fee of \$55,000 and all costs expended on research.
- b. Payment Schedule. (i) Payment of the Monthly Retainer and Expenses is due thirty (30) calendar days after Client's receipt of the Firm's invoice.

6. Confidential Information.

The Firm and the Client agree that they will hold in confidence the content of this Agreement and any information whatsoever concerning the activities or business of the other, unless such disclosure is (a) mutually agreed upon in writing; (b) reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder, and then is made only to the minimum extent necessary to carry out such obligations; (c) information which had generally become known to the public other than through the disclosure thereof by the disclosing party; (d) to attorneys, accountants or other professional advisors of the disclosing party under confidentiality agreements substantially identical to this one; or (e) pursuant to compulsory legal process.

7. Duration and Termination.

- a. This Agreement shall commence on June 1, 2005, continue through November 30, 2005.
- b. Either Party may terminate this Agreement for cause upon the other Party's breach or default of any provision of this Agreement unless such breach or default is corrected or cured within fifteen (15) days after receipt of written notice thereof from the other Party.
- c. Either Party may terminate this Agreement for cause immediately, in the event that the other Party: (i) is the subject of a voluntary or involuntary petition in bankruptcy; (ii) is or becomes insolvent; or, (iii) ceases to pay its obligations or conduct business in the normal course.

8. Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE FIRM BE LIABLE TO CLIENT IN AN AMOUNT IN EXCESS OF COMPENSATION PAID TO THE FIRM DURING THE PRECEDING TWELVE MONTHS BEFORE THE DETERMINATION OF LIABILITY.

9. Notices.

All notices required or authorized by this Agreement shall be given in writing and shall contain a reference to this Agreement. All such notices shall be deemed effective when they are either served by personal delivery, or sent, postage prepaid, by registered or certified mail to the receiving Party at the following address:

If to the Firm: Dutko Worldwide Inc.
 412 First Street, SE
 Washington, DC 20003
 Attn: Bob Busick

If to Client: Freedom Enterprises I, LLC
 c/o Nixon Peabody
 437 Madison Avenue
 New York, NY 10022
 Attn: Todd Peterson

or such other address as either Party shall hereafter designate in writing to the other.

10. Waiver.

The failure of either Party to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver by either Party to this Agreement, either express or implied, of any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.

11. Assignment.

Neither this Agreement nor any right or obligation hereunder may be assigned or transferred in whole or in part by either Party without the prior written consent of the other Party. No attempt to assign or transfer the Agreement in violation of this provision shall be valid or binding.

12. Relationship of Parties.

The Firm is an independent contractor. All persons employed by the Firm in the performance of the Agreement shall perform under the control and direction of the Firm and shall under no circumstances be considered employees of the Client.

13. Arbitration.

The Firm and the Client agree that in the event a dispute arises under the terms of this agreement, the parties will use the arbitration services of the American Arbitration Association (AAA), and abide by the District of Columbia law regarding civil arbitration and will be bound by the decision of the arbitrator.

14. Integration and Modification.

This document, including any attached Schedule(s), contains the entire agreement between the Parties relating to the subject matter hereof. All prior agreements and all prior negotiations are superseded by this Agreement. This Agreement, including any Schedule(s), may not be modified except by a written document signed by an authorized person on behalf of each Party.

Freedom Enterprises I, LLC

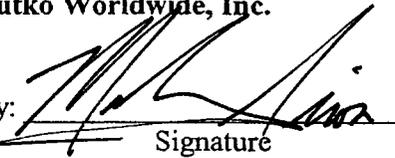
By: 
Signature

Name: Todd Peterson

Title: Authorized Signatory

Date: _____

Dutko Worldwide, Inc.

By: 
Signature

Name: Mark S. Irion

Title: Chief Executive Officer

Date: 7/6/05

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