

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 Greenberg Traurig, LLP	2. Registration No. 5712
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3. Name of Foreign Principal Association for Civil Society Development in Azerbaijan (ACSDA)	4. Principal Address of Foreign Principal Flat 23 - Building 2 - Block 4088 Bakikihanov Settlement Baku City, Azerbaijan
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5. Indicate whether your foreign principal is one of the following:

Government of a foreign country¹

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
N/A

b) Name and title of official with whom registrant deals
N/A

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 N/A

c) Principal aim N/A

1 "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.

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.

ACSDA is an association working on civil society in Azerbaijan.

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.)

Elkhan Siraj Suleymanov is the Chairman of the Association for Civil Society Development in Azerbaijan (ACSDA). Mr. Suleymanov is a Member of Parliament. Mr. Suleymanov oversees the operation of, e.g., supervises, directs, and controls, ACSDA, and further ensures that its operations are financed. Mr. Suleymanov is the foreign principal.

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
May 09, 2016	Elana Broitman, Shareholder	/s/ Elana Broitman eSigned

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 Greenberg Traurig, LLP	2. Registration No. 5712
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3. Name of Foreign Principal

 Association for Civil Society Development in Azerbaijan (ACSDA)

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.

Advice and counsel related to pending legislation, as well as educating the government and other opinion leaders regarding the same effective April 26, 2016.

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

Advice and counsel related to pending legislation, as well as educating the government and other opinion leaders regarding the same effective April 26, 2016.

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.

Advice and counsel related to pending legislation, as well as educating the government and other opinion leaders regarding the same effective April 26, 2016.

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
May 09, 2016	Elana Broitman, Shareholder	/s/ Elana Broitman
		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.



Elena Brozman
Tel 212.801.6897
Fax 212.801.6400
brozman@gtr.com

April 20, 2016

Elkhan Siraj Suleymanov
Association for Civil Society Development in Azerbaijan (ACSDA)
Flat 23
Building 2
Block 4088
Bakikhanov Settlement
Baku City, Azerbaijan

Re: Retainer Agreement

Dear Mr. Suleymanov:

I greatly appreciate your decision to place your confidence in Greenberg Traurig, LLP (GT) to represent and provide U.S. government relations counsel to the Association for Civil Society Development in Azerbaijan ("ACSDA," "Client" or "you").

Incorporated by reference herein is the attached statement of the Firm's Billing Policies. If the Agreement is acceptable to you, please sign and return a copy to me at your earliest convenience. The original is for your files. When you sign this letter, it becomes a contract among us. Please feel free to discuss this letter with independent counsel or to call me if you have any comments or questions concerning this Agreement.

Scope of Relationship. Because of the proliferation of corporations owning or partially owning subsidiaries, and the problems this creates in identifying potential conflicts of interest, we like to advise our corporate clients that as a general rule, this firm will not regard an affiliate of a corporate client (i.e., parent, subsidiary or other entity under common control) as a client of the firm for any purpose unless a client-lawyer relationship has been established by an express written understanding with the firm. Similarly, the firm will not regard a representation that is adverse to an affiliate of a corporate client as adverse to the client. Accordingly, if there is a corporate family member of Association for Civil Society Development in Azerbaijan (ACSDA) that you wish to regard as a client for conflict purposes, please let me know.

Finally, unless established in a separate agreement, the Firm's representation of the Client does not include the representation of others, including individual officers, directors, partners, members, shareholders or employees of the Client.

Registration under the Foreign Agents Registration Act ("FARA"). It is understood that this representation is undertaken subject to the registration and disclosure requirements of the FARA (Foreign Agents Registration Act). GT may be required to register and report its activities on ACSDA's behalf under the FARA. In turn, ACSDA agrees to provide such information as may be required to assist GT in making such filings.

NY 246829681v3

Mr. Elkhon Siraj Suleymanov
April 20, 2016

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Fees. Our fees for the services described above will be \$25,000 per month, including ordinary expenses, for three months.

Payment for Services under this Agreement. It is our understanding that payment will be made by Renaissance Associates on your behalf. But we represent only you, and do not represent Renaissance Associates in this engagement.

Advance payment for services to be rendered each month will be due against invoice and on or before the first day of each month. Any unpaid balance not paid within thirty (30) days of the date due may incur interest upon such balance at the rate of 1.5% per month. If ACSDA's account is more than forty-five (45) days in arrears, GT may discontinue the representation in a manner in accord with the Rules of Professional Responsibility governing the District of Columbia bar.

Prospective Waiver of Conflicts. Because we are a large, full-service law firm with offices located throughout the United States, attorneys in one office or practice area may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be foreclosed in an appropriate situation from retaining a law firm that competes with Greenberg Traurig, our firm wishes to be able to consider the representation of multiple competitors in your industry or other clients who may have interests that are potentially adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethical principles governing the legal profession permit law firms to accept such multiple representations assuming certain criteria are met, as discussed below.

Accordingly, this letter will confirm our mutual agreement that the firm may represent other present or future clients on matters other than those for which we had been or then are engaged on your behalf (referred to herein as "Subject Matter"), whether or not on a basis adverse to you or any of your affiliates, including in litigation, legal or other proceedings or matters, so long as the matter is not substantially related to our work for you on the Subject Matter (referred to herein as "Permitted Adverse Representation").

In furtherance of this mutual agreement, you agree that you will not for yourself or any other party assert our firm's engagement as a basis for disqualifying us from representing any party in a Permitted Adverse Representation or assert any Permitted Adverse Representation as a basis for any claim of breach of duty. For purposes of clarification, Permitted Adverse Representation shall not include matters or disputes arising against you with respect to the Subject Matter. Moreover, without your further prior written consent, we cannot and will not represent another client adverse to you if we have obtained confidential information of a nonpublic nature from you as a result of our representation that if known to the other client, could be used in the other matter by the other client to your material disadvantage. The waivers and agreements in this letter will continue in effect upon the termination of this engagement.

Termination of Representation. Subject to any limitations imposed by the court or the applicable rules of professional responsibility, Greenberg or you may terminate our representation in accordance with the attached Billing Policies. Otherwise, our relationship will be considered terminated upon the completion of the specified service that you have engaged us to perform or when more than twelve months have elapsed from the last time that you requested and we furnished any billable services to you. If you later retain us to perform further or additional services, the attorney/client relationship will be revived on the terms of this engagement letter, subject to any new or supplemental terms of engagement that we may agree upon at that time. The fact that we may inform you from time to time of legal developments which may be of interest to you, by newsletter or otherwise, should not be understood as a revival of an attorney/client relationship.

Governing Law. The present Agreement between you and GT regarding performance of assignments shall

Mr. Elkhan Siraj Suleymanov
April 20, 2016

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be governed by and construed under the law of the District of Columbia.

If you find these arrangements satisfactory, please have the enclosed copy of this letter signed, and return it to us by fax at (212) 801-6897 or email. Our representation will conform to the terms of this agreement.

I look forward to working together with you on this important matter.

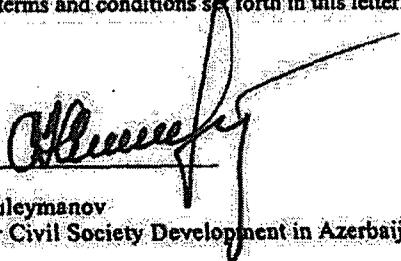
Very truly yours,



Elana Broitman

The undersigned hereby agrees to retain, engage and employ Greenberg Traurig, LLP as counsel, on the terms and conditions set forth in this letter.

BY: _____



Elkhan Siraj Suleymanov
Association for Civil Society Development in Azerbaijan (ACSDA)

Mr. Elkan Siraj Suleymanov
April 20, 2016

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BY:

Victor Papazov

Victor Papazov
Renaissance Associates S.A.
7, Bahnhof Strasse, Zug, Switzerland

Enclosure

BILLING POLICIES

Introduction

We look forward to doing business with you. This document outlines our standard billing practices.

Fees

Our fees are based on the time required to handle the matter at our normal individual lawyer/paralegal hourly rates. Firm shareholders and of counsels bill at \$375 to \$1150 an hour. Firm associates bill at \$200 to \$675 an hour. Paralegals and support staff, should they be required, bill at \$100 to \$360 an hour. The rates of our lawyers and paralegals are subject to change. Any new rates would be implemented immediately after they are adopted and would apply to services rendered after the effective date thereof.

Whenever appropriate and consistent with the proper representation of our clients, we may use paralegals, junior attorneys, contract attorneys and staff members in order to minimize the impact of the hourly rates of the more senior attorneys. We believe the utilization of junior attorneys, paralegals or staff members, in consultation with and under supervision of more experienced attorneys in the Firm as appropriate, may enable us to maintain economically and efficiently the high quality of our legal representation, while permitting us to both avoid sacrificing the quality of our work for lower fees and to avoid assigning senior attorneys tasks which can be performed efficiently by junior attorneys, paralegals or other staff members.

We will charge for all time spent representing your interests, including, by way of example, telephone and office conferences with you or your representatives, co-counsel, opposing counsel, fact witnesses, consultants (if any), and others; conferences among our legal and paralegal personnel; participation in discovery; factual investigation; legal research; responding to your requests for us to provide you or your representatives with additional information; responding to clients' requests to provide information to auditors in connection with reviews or audits of financial statements; preparation of letters, pleadings, and other documents; and attendance at depositions, hearings, mediations, closings, trials, or other proceedings; and travel (both local and out of town). Hourly charges are applied to total time devoted to client representation including travel time, when necessary.

Costs and Expenses

We have established prevailing rates for all charges that will be incurred during the course of this representation. We believe that rates charged are competitive with charges established by comparable law firms. You will be responsible for all such charges that we incur in the course of this representation and will be responsible for reimbursing us for any actual costs advanced on your behalf. Greenberg is committed to remaining at the cutting edge of modern computer and communications technology so as to provide our clients with optimum competitive advantage and technological efficiencies. Our charges include, but are not limited to travel, copying, facsimile charges, messenger services, long distance phone calls, computer research services, secretarial overtime and filing fees. These charges may also include any sales or service tax that may be applicable.

Expenses of Outside Contractors

Generally, expenses of outside contractors, such as court reporters, surveyors, title companies, will be directly billed or directed to the client pursuant to retainers in which payment and indemnification terms remain strictly between the client and the vendor. Greenberg Traurig will not be responsible for payment of

such services. It is important to note that the prompt payment of these charges to outside contractors is essential to be able to provide timely and efficient service to you in the future, with the assistance of such contractors. If desired, with sufficient expense deposits in advance, we will directly pay the outside contractors. The amount of the retainer and deposit may be increased as circumstances require (for example, at the time of trial), but in any event will be applied to the payment of our final bill or refunded, as applicable.

Type of Invoice

Unless otherwise agreed, we will send you a monthly invoice which reflects the amount of our fees and expenses attributable to the matter. At your option, the invoice will be either generalized or detailed. The generalized invoice will indicate total fees due for legal work accomplished and the total costs charged to the file. In the alternative, the invoice will have a detailed backup sheet showing the attorney that worked on the matter; the work performed; the time spent on the task; and, the total fee amount due.

Payment of Invoices

We will bill our time charges on a monthly basis. Each invoice is payable upon receipt. Any unpaid balance not paid within thirty (30) days of the billing date may incur interest upon such balance at the rate of 1.5% per month. In the event we receive a payment from a client at a time when more than one invoice is outstanding on any one or more matters for that client, we will apply that payment to any such invoice(s), unless the payment is accompanied by the remittance copy of the invoice(s) being paid or by some other written indication from the client directing how the payment is to be applied. It is the policy of the Firm to discontinue representation, in a manner and in accordance with applicable Rules of Professional Responsibility, for any client whose account is more than forty-five (45) days in arrears, unless special arrangements in writing are approved by Greenberg's Chief Executive Officer. Individual attorneys are not authorized to make such arrangements or to waive this policy.

In the event we are ultimately required to bring suit to collect any unpaid fees or costs, you understand and agree that we shall be entitled to the reasonable value of our attorneys' fees and costs.

Retainers

For certain types of matters, our policy is to require that our clients provide us with an initial fee retainer and expense deposit. The exact amount of this retainer and deposit will be agreed to by the client and the billing attorney. Unless other arrangements are made, the retainer for legal fees and expenses will be held throughout the engagement and will be applied against payment of the last invoice on the matter or refunded if the account is up to date. The cost and expense deposit will be retained in our trust account, with interest on that account to be paid in accordance with governing law or, if this matter is subject to special requirements of another State, those requirements.

Different Billing Arrangements

Individual billing arrangements that differ from these general policies will be discussed and agreed to between the client and the billing attorney and will be set forth in a retention letter.

Attorney's Lien

To secure payment to Greenberg of all sums due under this Agreement for legal services rendered and/or costs advanced, you hereby authorize us to withdraw sums from our client trust account to pay your statements for services as such sums are billed, and grant us a lien for attorneys' fees and costs on all retainers, escrow accounts, trust accounts, real, personal or intangible property claims and causes of action subject to our representation of you and the proceeds of any recovery obtained.

Mutual Right to Terminate Relationship

Of course, every client has the right to terminate our representation at any time for any reason. We have the same right upon giving the client reasonable notice so that suitable arrangements can be made by the client to obtain alternative representation, in accordance with applicable Rules of Professional Responsibility. Among the reasons for which we may terminate representation are: (1) nonpayment of our fees, charges or costs; (2) the client's failure or refusal to be forthright, cooperative or supportive of our efforts; (3) the client's misrepresentation of, or failure or refusal to disclose material facts; (4) the client's failure or refusal to accept our advice; (5) discovery of a conflict with another client of Greenberg, or (6) any other reason permitted or required under applicable Rules of Professional Responsibility.

Subject to any limitations imposed by a court, Greenberg or you may terminate Greenberg's representation upon ten (10) days' written notice. Following termination, we will continue to provide representation in the matter for a reasonable time, at your request, until arrangements can be made for alternate representation. However, our services will consist of only those necessary to protect your interests and prevent prejudice. Moreover, if substitute counsel has not been located within ten (10) days of the termination of the representation, you nonetheless agree that appropriate papers allowing Greenberg to withdraw may be filed. We will be entitled to be paid for all services rendered and other charges accrued on your behalf to the date of our withdrawal.

Official Inquiries

It is possible that because we have been appointed in a matter, or because we have received documents or information in the course of, or in connection with, a matter, we may be required in the future to participate in an inquiry, commission or proceedings arising out of, or in connection with, the matter. This may, for example, involve us producing documents, seeking to claim or defend your privilege to resist inspection or disclosure of certain documents or information or giving evidence at an inquiry. We will seek your instructions if these circumstances arise, but you agree to reimburse us for out-of-pocket expenses and for the time we spend at hourly rates then current.

Questions Regarding Billings

Any questions regarding billing should be immediately directed to the billing attorney or to our Accounting Department.