

U.S. Department of Justice

Washington, DC 20530

**Amendment to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents 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 1.5 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  Gephardt Group Government Affairs, LLC	2. Registration No.  5874
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- To correct a deficiency in
- Initial Statement
- Supplemental Statement for the period ending \_\_\_\_\_
- Other purpose (*specify*) \_\_\_\_\_
- To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

The Services Agreement for the period between August 1, 2010 and July 31, 2011 between the Government of El Salvador, a foreign sovereign, and Gephardt Group Government Affairs, LLC, a Delaware Limited Liability Company, has been fulfilled. Accordingly, Gephardt Group Government Affairs, LLC no longer represents the Government of El Salvador, as of August 1, 2011.



**SERVICES AGREEMENT**

THIS AGREEMENT is made between the Government of El Salvador ("the Client"), a foreign sovereign, and Gephardt Government Affairs Group LLC, a Delaware Limited Liability Company ("GGA").

1. **Term:** This Agreement shall be for one year, commencing August 1, 2010 and expiring July 31, 2011. Its terms may be renewed for additional successive one-year periods upon the explicit written assent of both parties.

2. **Services:** GGA agrees to provide lobbying and government relations services to the Client, which services shall consist of those ordinarily and customarily provided in representing a foreign sovereign before the United States Congress and Executive Branch.

3. **Personnel and Other Service Providers:**

(a) GGA shall compose its own team to achieve the best possible results in providing the services described above. It will provide the Client at the earliest possible date a list of personnel, including an indication of their areas of expertise and/or how they will be utilized. This list will be updated from time to time as required.

(b) GGA may retain the services of additional subcontractors and consultants as deemed necessary to assist the firm. Such additional subcontractors and consultants may be retained and terminated at GGA's discretion. GGA shall be solely responsible for compensating any such additional subcontractors and consultants.

4. **Fees:** The Client agrees to pay GGA a total of \$ 420,000 in US dollars excluding any taxes the foreign sovereign may levy (\$ 35,000 monthly payment) for the services described in this Agreement to be performed by GGA. A quarterly payment of \$ 105,000 US dollars, excluding any taxes the foreign sovereign may levy, shall be due on a quarterly basis at the beginning of each quarter, or on any other schedule mutually agreed to by the parties.

5. **Additional Costs and Expenses:** The Client shall reimburse with prior approval for all travel and lodging expenses (at a business class rate for senior GGA staff) reasonably incurred by GGA in the discharge of services pursuant to 2. (b). The Client also agrees to pay a monthly administrative fee to cover GGA's administrative costs (copying charges, long distance telephone charges, teleconference expenses, taxi fares and internet search fees). The monthly fee shall be equal to \$ 1,400 (total \$16,800)

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excluding any taxes the foreign sovereign may levy that is 4% of the monthly payment set forth in 4.

Should GGA incur extraordinary costs and expenses on the Client's behalf that are not otherwise contemplated in the fees described above, the Client shall reimburse these costs provided that the Client gives explicit advance approval.

6. Termination:

- (a) This Agreement shall terminate upon its natural expiration if not renewed.
- (b) Either party may terminate this Agreement at any time prior to its natural expiration subject to Thirty (30) days advance written notice. In this event, the Client shall pay GGA its pro-rata share of earned fees apportioned on a daily basis through the end of the notice period.
- (c) Should this Agreement terminate prior to its natural expiration, any fees paid to GGA by the Client that exceed the pro-rata share of earned fees apportioned on a daily basis up to the date of termination shall be refunded by the GGA to the Client.

7. Monthly Reporting and Quarterly Performance Assessment: GGA shall provide monthly a written report to the Client succinctly describing its work on the Client's behalf. Such reports need not include calculations of the time spent by the individual members of the GGA team. Further, every three months, or as often as the Client may desire, GGA shall present to the Client a written assessment of its performance during the preceding period.

8. Privileged Information: GGA will use all permissible efforts to protect privileged communications or other confidential information developed by it or provided to it by the Client during the term of this Agreement.

9. Registration and Disclosure: GGA and any subcontractors and consultants it may employ shall separately and individually comply with any and all restrictions and requirements, including filing and other disclosure, of the Foreign Agents Registration Act, the Lobbying Disclosure Act, the Ethics Reform Act of 1989, the Foreign Corrupt Practices Act, the Honest Leadership and Open Government Act, and other applicable laws and regulations of the United States and the District of Columbia.

11. Conflicts: the Client acknowledges GGA's breadth of practice, which give rise to the potential that it may represent clients in unrelated matters whose interests are contrary to the Client's. Nonetheless, even the appearance of a conflict could render unproductive the relationship contemplated by this Agreement. Therefore, GGA shall endeavor not only to avoid actual conflicts, but the appearance of conflicts as well. To that end, the GGA shall comply with all applicable provisions of the District of Columbia Bar Code of Professional Conduct. It shall also immediately assess whether it represents any other clients whose interests are contrary to the Client. If so, then it shall inform the

Client and then the Client and GGA shall work together to determine whether and how to resolve any apparent or actual conflict

12. Choice of Law: This Agreement shall be governed by, and construed in accordance with, the laws of the United States

13. Power to Bind: Absent the express written consent of the Client, neither GGA nor its consultants and subcontractors have authority to bind the Client in any manner whatsoever.

  
FOR THE GOVERNMENT OF El Salvador

By: Ing. Francisco Caceres

July 30, 2010.  
Date

FOR GEPHARDT GOVERNMENT AFFAIRS GROUP LLC

  
By: Thomas O'Donnell  
Managing Partner

July 28, 2010  
Date