

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.

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.)*

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
July 09, 2012	Michael Messmer, Vice President	/s/ Michael Messmer

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 Gephardt Group Government Affairs, LLC	2. Registration No. 5874
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3. Name of Foreign Principal National Security Council of Georgia
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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.

Gephardt Group Government Affairs shall perform and or/deliver and the National Security Council of Georgia shall be entitled hereunder to strategic advice, lobbying and government relations services; outreach to and advocacy before the United States Congress and Executive Branch to advance free trade and democracy issues; assistance with pre-electoral issues; and other support as defined by the two parties.

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

Gephardt Group Government Affairs shall perform and or/deliver and the National Security Council of Georgia shall be entitled hereunder to strategic advice, lobbying and government relations services; outreach to and advocacy before the United States Congress and Executive Branch to advance free trade and democracy issues; assistance with pre-electoral issues; and other support as defined by the two parties.

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.

Gephardt Group Government Affairs shall perform and or/deliver and the National Security Council of Georgia shall be entitled hereunder to strategic advice, lobbying and government relations services; outreach to and advocacy before the United States Congress and Executive Branch to advance free trade and democracy issues; assistance with pre-electoral issues; and other support as defined by the two parties. Services shall consist of those ordinarily and customarily provided in representing a foreign sovereign before the United States Congress and Executive Branch.

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
July 09, 2012	Michael Messmer, Vice President	/s/ Michael Messmer 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.

Services Agreement

This agreement (hereinafter referred to as "Agreement") is made between and entered into by:

the **National Security Council of Georgia**, based at the State Chancellery, P. Ingorokva Street 7, 0134 Tbilisi, Georgia (hereinafter referred to as "the NSC" and "the Client") and **Gephardt Government Affairs Group LLC**, a Delaware Limited Liability Company based at 1101 K Street, NW, Suite 310, Washington, DC 20005 (hereinafter referred to as "GGA" and "the Agent")

This agreement witnesses that the parties agree as follows:

1. Duration and termination

- 1.1. This Agreement shall come into full force as from 01 July 2012. This Agreement shall remain in force until 31 December 2012, unless notice may be given in accordance with 1.2 below.
- 1.2. Either party may terminate this Agreement at any time prior to its natural expiration subject to thirty (30) days advance written notice.
- 1.3. Each of the Parties has the right to immediately terminate this Agreement if any of the following events occur:
 - 1.3.1. in case bankruptcy or a moratorium is applied for or granted with respect to the other Party;
 - 1.3.2. in case a Party is in material breach of any of its obligations arising from this Agreement and such breach is not remedied within 30 days from the date of written notification by the other Party specifying the breach and requiring its remedy.
- 1.4. The NSC of Georgia will not owe any goodwill, damages or compensation whatsoever to GGA in case this Agreement is terminated in accordance with these terms. However, termination of this agreement shall not relieve the Client from the obligation to pay to GGA all amounts due to GGA at the date of such termination pursuant to the terms of this agreement. 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.

2. Obligations and rights of Gephardt Government Affairs Group

Gephardt Government Affairs Group shall:

- 2.1. perform and/or deliver and the NSC of Georgia shall be entitled hereunder to strategic advice, lobbying and government relations services; outreach to and advocacy before the United States Congress and Executive Branch to advance free trade and democracy issues; assistance with pre-electoral issues; and other support as defined by the two parties.
- 2.2. avoid any and all behaviour which might damage the NSC and Government of Georgia's reputation or which in any way might adversely affect the interests, reputation or assets of the NSC and Government of Georgia.
- 2.3. perform or arrange Tasks as instructed by the Client and commits itself not to incur excessive or unjustified expenses during the execution process;
- 2.4. hold all necessary negotiations and manage all arrangements necessary for performing Tasks;
- 2.5. inform the Client of circumstances, which may constrain the Agent from immediately launching, executing or completing Tasks; also to inform the Client of cases when the Agent fails to follow the Client's instructions.
- 2.6. perform its duties within the following constraints:
 - 2.6.1. inform the Client government's embassies before any activity carried out in the countries for which they are responsible. Under the terms of this contract GGA is responsible for the activities in the United States.
 - 2.6.2. The Agent shall inform the Client immediately if there are any contradictions between what GGA and what an embassy thinks needs to be done.
 - 2.6.3. The Agent will not represent, nor claim to represent, the Government of Georgia, in any dealings with third parties. Agent will always clarify that they are working as consultants who have been asked to help the Government of Georgia.

The Agent has the right to:

2.7. extend the performance deadline of Tasks if the Client delays the fulfilment of obligations taken on in this Agreement, or if circumstances appear independent of the Agent which may make the timely execution of Tasks impossible or significantly more difficult;

2.8. be paid by the Client for the performance of Tasks according to the conditions and regulation stated in this Agreement.

3. Obligations and Rights of the Client:

The Client shall:

3.1. provide materials necessary for the performance of Tasks to the Agent upon signing the agreement and in the future, also to provide any information necessary for the immediate performance of Tasks;

3.2. pay the Agent for the performance or the arrangement of the execution of Tasks in accordance with the conditions set forth in this Agreement.

The Client has the right to:

3.3. claim for the immediate execution of Tasks by the Agent and for the Agent to follow the Client's legitimate instructions, which serve the purpose of optimizing the performance of Tasks;

4. Price, payment and reporting

4.1. Gephardt Government Affairs Group fees, for providing consulting services in accordance with this agreement due between 01 July and 31 December is USD 180,000 excluding all Georgian taxes. Quarterly invoices in the sum of USD 90,000 excluding all Georgian taxes will be issued at the start of each quarterly period and will be payable in full by international transfer within 30 days of the invoice date.

4.2 GGA shall submit any travel expenses that have been agreed by the Client in advance and invoices for such expenses shall be paid in full by international transfer within 30 days of the invoice date. Travel expenses may include economy class tickets, standard room accommodation, taxis to and from airport (with the exception of business class tickets for senior GGA staff). Agreed

expenses incurred by GGA will be passed on at cost without mark-up and will be supported by appropriate receipts.

4.3. GGA shall provide the NSC of Georgia with quarterly reports of its activities.

5. Agents Ownership and Intellectual Property

5.1. The results, materials and all other activities performed by GGA for the NSC of Georgia hereunder (hereinafter jointly referred to as "Results") and all the rights pertaining thereto shall entirely and exclusively be the NSC of Georgia property. GGA in advance transfers to the NSC of Georgia its rights and claims, including but not limited to intellectual property rights, to the Results. The NSC of Georgia is entitled to exploit the Results to the exclusion of any others.

6. Confidentiality

6.1. Gephardt Government Affairs Group acknowledges that in providing services to the NSC of Georgia it may receive certain secrets and proprietary and confidential information (the "Confidential Information") of the Client. GGA agrees that all right, title and interest in and to the Confidential Information it may obtain shall remain the exclusive property of the Client and that such Confidential Information shall be held in trust and in confidence by GGA for the Client. No interest, license or any right respecting the Confidential Information is granted to GGA under this agreement by implication or otherwise. GGA shall not use the Confidential Information in any manner except as reasonably required to provide the Services hereunder. GGA shall use all reasonable efforts to protect the Client's interest in the Confidential Information and to keep it confidential, using a standard of care no less than the degree of care that GGA would be reasonably expected to employ for its own similar confidential information. GGA will deliver to the Client within thirty (30) days after expiration or earlier termination of the Agreement all Confidential Information belonging to the NSC of Georgia or received by GGA. This provision shall survive the expiration or termination of this agreement.

7. Subcontractors

7.1. Gephardt Government Affairs Group may use affiliates and subcontractors in specific geographies and/or for specific functions during the term of the contract. All services rendered and all products and other results delivered by or purchased from Subcontractors will be deemed Results (as determined by this Agreement) and GGA will in respect of such Results be under the same obligations as if GGA produced such Results itself. GGA will be fully liable for the correct and timely performance of its Subcontractors and will indemnify the

NSC of Georgia from and hold it harmless against all claims and damages incurred or claimed by its Subcontractors.

7.2. Furthermore, GGA shall and shall cause its Subcontractors to transfer all their rights to the Results, including but not limited to the intellectual property rights to the Government of Georgia.

8. Liability

8.1. It is acknowledged that Gephardt Government Affairs Group cannot undertake to verify facts supplied to it by the NSC of Georgia or factual matters included in material prepared by GGA and approved by the Client. Accordingly, the Client agrees to indemnify and hold GGA harmless from and against any and all liability, losses, claims, damages, expenses (including reasonable legal fees and disbursements) which GGA may incur: (i) as a result of any materials, releases, reports or information supplied to GGA by or on behalf of the Client or prepared by GGA and approved by the Client prior to its dissemination or broadcast; (ii) based upon or as a result of information, representation, reports, data or releases furnished or approved by the Client or its representatives for use by GGA, whether or not GGA prepared or participated in the preparation of such materials; (iii) as a result of any and all actions performed by GGA and/or its agents at the request of the Client and/or within the scope of this agreement; (iv) as a result of disputes between GGA and third parties related to and/or within the scope of this agreement except, in any case, for liability, losses, claims damages and expenses (including reasonable legal fees and disbursements) attributable to Gephardt Government Affairs Group's negligence or willful misconduct.

8.2. This provision shall survive the expiration or earlier termination of this agreement.

8.3. Gephardt Government Affairs Group's liability to the Client for any and all losses, damages, expenses, liabilities, claims, demands and actions whatsoever made or brought against GGA with respect to any breach by GGA of this agreement shall be limited to the total amount of the fees the Client has paid to GGA pursuant to this agreement.

9. Registration and Disclosure

9.1 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.

10. Amendments

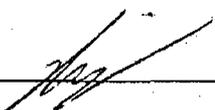
- 10.1. Any changes in the nature or scope of the services to be performed by Gephardt Government Affairs Group for the Client pursuant to this agreement or any amendment to the terms of this agreement shall only be made in writing in the form of an addendum to this agreement. Such addendum shall be signed by both Client and Gephardt Government Affairs Group and shall be incorporated as part of this agreement by this reference.

11. Applicable law and jurisdiction

- 11.1. This agreement shall be performed in, and shall be governed by and construed in accordance with the laws of, the District of Columbia of the United States, without regard for its rules for choice or conflicts of laws.
- 11.2. In witness whereof the Parties have executed this Agreement in duplicate, each of both copies constituting an original, by their duly authorised representatives,

Signed

For the **National Security Council of Georgia** of Georgia by:

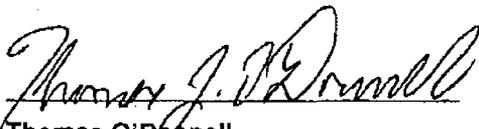


Date: 30 June 2012

Giga Bokeria

National Security Advisor to the President of Georgia
Secretary of the National Security Council of Georgia

For **Gephardt Government Affairs Group** by:



Date: 30 June 2012

Thomas O'Donnell

Managing Partner, Gephardt Government Affairs Group