

OMB NO. 1124-0006; Expires February 28, 2014

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 Podesta Group, Inc. 1001 G Street, NW, Suite 1000 West Washington, DC 20001	2. Registration No. 5926
3. Name of Foreign Principal Republic of Cyprus	4. Principal Address of Foreign Principal 2211 R Street, NW Washington, DC 20008

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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input 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
 Government of the Republic of Cyprus

b) Name and title of official with whom registrant deals
 H.E. Pavlos Anastasiades, Ambassador of the Republic of Cyprus to the U.S.A.

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)

Formerly CRM-157

FORM NSD-3
Revised 03/11

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.
(not applicable)

b) Is this foreign principal:

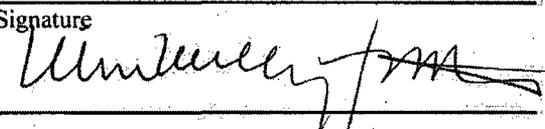
- Supervised by a foreign government, foreign political party, or other foreign principal Yes No
- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal Yes No
- Controlled by a 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.)
(not applicable)

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.
(not applicable)

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
11-8-12	Kimberley Fritts, CEO	

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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 Podesta Group, Inc.	2. Registration No. 5926
3. Name of Foreign Principal Republic of Cyprus	

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.

Research and analyze issues of concern to the principal; counsel the principal on U.S. policies of concern, activities in Congress and the executive branch and developments on the U.S. political scene generally; and maintain contact, as necessary, with members of Congress and their staff, executive branch officials, members of the press, and non-governmental organizations.

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

Registrant will provide strategic counsel to the principal on strengthening the principal's ties to the United States government and institutions. Registrant will also assist in communicating priority issues in the United States-Cyprus bilateral relationship to relevant U.S. audiences, including the U.S. Congress, administration, media, and policy community.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section I(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.

The activities listed in Item 8 will be undertaken in order to communicate information to the principal, as well as to communicate information about the principal to interested persons in the public sector. At the request of the principal, meetings with members of Congress and their staff and executive branch officials may be arranged.

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
11-8-12	Kimberley Fritts CEO	

Footnote: Political activity as defined in Section I(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.

AGREEMENT

This Agreement is made the 10th of September, 2012 between the Government of the Republic of Cyprus duly represented by H.E. Pavlos Anastasiades, Ambassador of the Republic of Cyprus to the U.S.A. (hereinafter referred to as "Cyprus") on the one part and Podesta Group of 1001 G Street N.W., Suite 1000 West, Washington, DC 20001, U.S.A., duly represented by Anthony T. Podesta (hereinafter referred to as "the Firm") on the other part.

WHEREAS

Cyprus desires to secure the services of the Firm.

IT IS HEREBY AGREED AS FOLLOWS:

1. The Firm undertakes to represent Cyprus in the United States of America and to provide Cyprus with advice, strategic counsel, tactical planning, lobbying services, public relations assistance and active support, regarding relations with the Government of the United States of America, the Congress, think tanks, universities, grass roots organizations and media issues in consideration of the monthly remuneration referred to herein below.

These services shall include but not be limited to:

- Proposing and pursuing adoption of legislation and actions before the US government which promote the interests of Cyprus,
- Proposing strategies/activities which will promote a positive image of Cyprus and the US-Cyprus bilateral relationship in the US media and public opinion,
- Educating Members of Congress, the Administration, think tanks and academic institutions on issues of importance to Cyprus,
- Preparing analysis of developments in Congress and the Executive branch on issues of concern to Cyprus,
- Notifying Cyprus of any action or development in Congress and the Executive branch on issues of importance to Cyprus,
- Maintaining alliances and forging synergies with other interest groups and organizations whose goals are similar to Cyprus.

2. The Firm undertakes that the following individuals shall be principally responsible for this representation:

- The Podesta Group Government Relations Team will be led by Anthony Podesta and Stephen Rademaker and will include the following individuals: Vin Roberti, Jim Dyer, Rich White, Tim Glassco, Andrew Kauders, Javier Sancho, Jessica Lawrence-Vaca and Molly McKew.

- The Podesta Group Communications Team will be led by John Ward Anderson and will include Erin Billings, Kevin Griffis, David Kusnet and Andy Amsler.
- Other Individuals of the Firm will also take part when needed to effectively address issues affecting Cyprus.
- In the event of the withdrawal or incapacity of any of the above to work on the Cyprus account, the Firm shall ensure that the matter is staffed with personnel of appropriate capabilities and expertise.

3. The Firm is obliged to and shall provide Cyprus with weekly written reports dealing with its activities pursuant to this Agreement. Further the Firm will provide Cyprus with quarterly reports with a written evaluation of its performance for the preceding period and a strategic plan of action for the period to come.

4. (a) In consideration of the abovementioned services of the Firm, Cyprus shall pay the Firm with a fixed monthly retainer of \$90,000 for the period from 10 September, 2012 to 10 September, 2013, which includes legal fees and expenses such as long distance telephone, facsimile, telex, messenger, courier and other communications costs, document reproduction, and retrieval costs; computer research facilities, document preparation services, and incidental transportation etc.

(b) Cyprus undertakes to pay the abovementioned retainer amount on the first day of each month with seven (7) working days grace following receipt of invoice from the firm.

(c) Traveling expenses, when travelling to Cyprus is requested in writing by Cyprus, shall be billed (with the necessary documentary proof), due and payable when incurred and upon completion of the legally required accounting and auditing procedures of Cyprus.

5. (a) The Firm undertakes the obligation and commitment to maintain the confidentiality of and not to reveal any information received and/or documents, received and/or prepared and/or involved in the course of providing the aforesaid services as well as communications, including electronic correspondence, between Cyprus and the Firm including the terms of this Agreement save for the limited purposes of legally necessary disclosure as provided for in the Foreign Agents Registration Act as amended and as applicable to the Firm at all times this Agreement is in effect, in accordance with the Rules of the District of Columbia Bar Association.

(b) At the termination of this Agreement, at the request of Cyprus, the Firm undertakes the obligation to return to Cyprus all non-public documents received and/or prepared and/or involved in the course of providing the aforesaid services, not later than fifteen (15) working days from the request. The Firm is not to retain any copies.

(c) The obligation and commitment of the Firm for confidentiality shall continue to exist after the termination of this Agreement.

(d) The obligations and/or commitments of the Firm as referred to in this paragraph, shall be subject to the relevant federal and/or state laws of the United

States, as applicable to the Firm at the time of complying with any such obligation and/or commitment.

6. The Firm agrees to represent Cyprus without any conflict or appearance of conflict of interest.

7. This Agreement shall be in force from 10 September, 2012 through and until 10 September, 2013. Thereafter this Agreement may be extended on an annual basis or otherwise at the agreement of Cyprus and the Firm.

8. (a) This Agreement may be terminated without cause by either party, provided that sixty (60) days prior written notice is given to the other party at the following address:

i. Address of the Firm: 1001 G Street NW, Suite 1000 West, Washington DC 20001, USA.

ii. Address of Cyprus: 2211 R Street NW, Washington DC 20008-4082, USA.

(b) If any of the parties commits a breach of any of the terms of this Agreement, then the innocent party shall have the right to terminate this Agreement by written notice to the party in breach at the address mentioned in paragraph 8(a) of this Agreement and claim damages, subject to the provisions of paragraphs 10 and 11 below.

(c) In the event of termination of this Agreement with or without cause, any obligation for payment incurred prior to such termination shall be due and payable upon the date of termination.

9. The Firm shall not have the right to assign the rights and obligations or any of them, derived out of this Agreement, to any other person or firm.

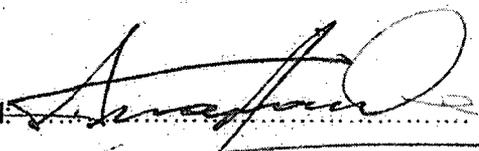
10. Save as otherwise provided in this Agreement, this Agreement shall be subject to the laws of the Republic of Cyprus.

11. (a) In case a dispute or disagreement of any kind arises between Cyprus and the Firm in connection with or arising out of this Agreement, or a breach thereof, the Parties agree first to attempt in good faith to settle such dispute or disagreement or breach by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before referring the matter to arbitration.

(b) In case the parties fail to resolve the dispute or disagreement or breach by mediation within thirty (30) days as described hereinabove, then the matter shall be referred to arbitration in accordance with the relevant arbitration legislation of the Republic of Cyprus.

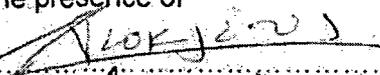
12. All terms are of the essence of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

Sgd: 

Pavlos Anastasiades
Ambassador of the Republic of Cyprus to the U.S.A.
For and on behalf of the Government of the Republic of Cyprus

In the presence of

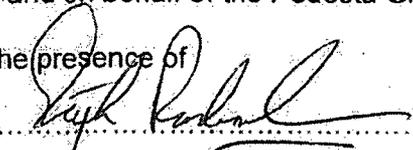
1. 

2. N.I.

Sgd: 

Anthony T. Podesta
Chairman, The Podesta Group
For and on behalf of the Podesta Group

In the presence of

1. 

2. 