

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 Federal Republic of Somalla	4. Principal Address of Foreign Principal Corso Somalla 55 P.O. Box 11 Mogadishu, Somalla							
5. Indicate whether your foreign principal is one of the following:								
<input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (<i>specify</i>) _____</td> </tr> </table> <input type="checkbox"/> Individual-State nationality _____			<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> ) _____
<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> ) _____							
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant Central Bank of Somalla								
b) Name and title of official with whom registrant deals Governor Abdusalam Omer								
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.)

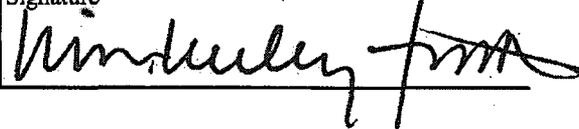
(not applicable)

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
9-16-13	Kimberley Fritts, CEO	

U.S. Department of Justice  
Washington, DC 20530

OMB NO. 1124-0004; Expires February 28, 2014

**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  Federal Republic of Somalia	

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-Somalia bilateral relationship to relevant U.S. audiences, including the U.S. Congress, executive branch, media, and policy community.

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.

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
9-16-13	Kimberley Fritts, CEO	

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.



September 4, 2013

Shulman, Rogers, Gandal, Pordy & Ecker, P.A.  
12505 Park Potomac Avenue  
6th Floor  
Potomac, MD 20854  
Attn: Jacob Frenkel

Dear Jacob,

I am writing to confirm the arrangements regarding the work the Podesta Group will perform for the Federal Republic of Somalia ("Somalia"), through, at the direction and working under the attorney-client privilege of its counsel, Shulman, Rogers, Gandal, Pordy & Ecker, P.A. ("Shulman Rogers").

Summary and Terms of Representation

1. The term and effective dates of this agreement are September 1, 2013 through September 30, 2013.
2. For all public affairs services rendered by the firm, Somalia shall pay Podesta Group a total project fee of one hundred twenty thousand dollars (\$120,000) in two (2) installments. The first installment of sixty thousand dollars (\$60,000) shall be paid by wire upon execution of this agreement, and the second installment of sixty thousand dollars (\$60,000) shall be due at the end of the term of this agreement, September 30, 2013. Wire instructions are as follows:

Bank Name:  
Acct Name:  
Acct #:  
Routing #:  
Swift Code:

3. In addition to the monthly retainer, the Podesta Group shall assess Somalia a three percent (3%) administrative fee to cover general expenses such as local travel, long distance telephone charges, usage of the Podesta Group's knowledge and technology resources, and usage of the Podesta Group's subscriptions to news and business information resources. Additional expenses, such as domestic and international business class travel, advanced digital media tools and the like shall be billed, at cost, to Somalia at the conclusion of the project. All invoices outstanding more than sixty (60) days will incur a 1 ½ percent interest charge per month.
4. If disputes related to payment of fees or expenses occur and result in legal fees or costs for the Podesta Group, Somalia will pay actual and reasonable legal fees and costs incurred by the Podesta Group in connection with the successful collection of fees and/or expenses.
5. The Podesta Group will use all permissible efforts to protect privileged communications or other confidential information developed by the Podesta Group or provided to the Podesta Group during the course of the Podesta Group's provision of services described above.

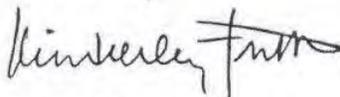


Driven. Inspired. Smart.

6. The Podesta Group shall not be liable to Shulman Rogers or Somalia for any special, incidental, indirect, punitive, or consequential loss or damage of any nature, arising at any time or from any cause.
7. Shulman Rogers and Somalia recognize that Podesta Group brings to this agreement pre-existing know-how, skill, techniques, trade secrets, knowledge, methods, forms, designs, and other intellectual property and materials (the "Pre-Existing Materials") to assist the Podesta Group in the performance of the services under this agreement. Shulman Rogers and Somalia agree and acknowledge that these Pre-Existing Materials are and shall remain the sole and exclusive property of the Podesta Group.
8. During the life of this agreement and for six (6) months after termination of this agreement, neither Shulman Rogers nor Somalia shall hire or solicit for hire as an employee or independent contractor, any person currently employed or engaged by the Podesta Group who provides any services to Shulman Rogers or Somalia during the life of this agreement, without the prior written consent of the Podesta Group.
9. If any provision of this agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect.
10. This agreement shall be governed by the laws of the District of Columbia without regard to principles of law that would require the application of the laws of another jurisdiction.

We look forward to working with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,



Kimberley Fritts  
CEO

AGREED TO:



Abdusalam Omer, on behalf of the Federal Republic  
of Somalia

Sept 6, 2013  
Date

\_\_\_\_\_  
On behalf of Shulman, Rogers, Gandal, Porody  
& Ecker, P.A.

\_\_\_\_\_  
Date