

OMB NO. 1124-0003; Expires February 28, 2014

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

Podesta Group, Inc.

2. Registration No.

5926

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:
Contract between registrant and the Embassy of the Republic of Azerbaijan.

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.*)

Registrant and the Embassy of the Republic of Azerbaijan agreed to amend their contract.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

4-17-14

Kimberley Fritts
Kimberley Fritts

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

ENGAGEMENT AGREEMENT

Dated January 1, 2014

This ENGAGEMENT AGREEMENT ("Agreement") is effective this January 1, 2014, by and between the Embassy of the Republic of Azerbaijan ("Azerbaijan"), at 2741 34th Street NW, Washington, DC 20008, and the Podesta Group, ("the Provider") at 1001 G Street NW, Washington, DC 20001.

WHEREAS, Azerbaijan wishes to have the Provider performing the services hereinafter referred to, and

WHEREAS, the Provider is willing to perform these services,

NOW THEREFORE the Parties hereby agree as follows:

Services

The Provider shall provide strategic counsel to Azerbaijan on strengthening its ties to the United States government and institutions. The Provider shall provide Azerbaijan monthly reports of its activities.

Term

The Provider shall perform the Services during the period commencing on January 1, 2014 and continuing through December 31, 2014. Either Party may terminate this Agreement upon sixty (60) days written notice. Azerbaijan shall review this Agreement every six (6) months after it has been executed by both parties.

Payment

Azerbaijan shall pay the Provider fifty thousand dollars (US \$50,000) per month, plus expenses.

Reimbursement of expenses incurred by the Podesta Group exceeding two hundred fifty dollars (\$250) requires Azerbaijan's prior approval. Reimbursable expenses include international and domestic travel if required, including accommodations; public relations expenses for events; advertising; and digital services. Azerbaijan shall reimburse the Podesta Group for individual expenses less than two hundred fifty dollars (\$250) at cost. Expenses for each month shall be invoiced and paid with the fees due at the end of every month. Wire instructions are as follows:

The first month's payment to Provider shall be due before performance of the Services can continue.

For the remainder of the period, payment shall be made by wire transfer to Provider no later than the 1st day of the following month.

Performance Standard

The Provider undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. Provider shall comply with the Foreign Agents Registration Act and any other applicable United States laws.

Confidentiality

The Provider shall not disclose any proprietary or confidential information relating to the Services, this Agreement or the Azerbaijan's business or operations without Azerbaijan's prior written consent. Termination of the present Agreement shall not affect this provision, which shall remain in force for an indefinite period.

Ownership of Material

Any studies, reports, opinions or other material, or otherwise, prepared by the Provider for Azerbaijan under the Agreement shall belong to and remain the property of Azerbaijan. The Provider may retain a copy of such documents and software.

Insurance

Azerbaijan shall not be obliged to provide insurance under this Agreement. The Provider shall be responsible for taking out any appropriate insurance coverage.

Assignment

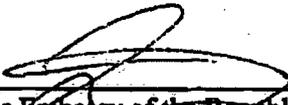
The Provider shall not assign this Agreement or any portion of it without Azerbaijan's prior written consent.

Governing Law and Language

The Agreement shall be governed by the laws of the District of Columbia and the United States of America, and the language of the Agreement shall be English.

Amendment

This Agreement may not be modified or amended except by an instrument in writing by the parties hereto.



For the Embassy of the Republic of Azerbaijan

Name (print): Elin Sulaymanova



For the Podesta Group

Mr. Anthony Podesta

AMENDMENT to the ENGAGEMENT AGREEMENT
Dated April 15, 2014

This AMENDMENT to the ENGAGEMENT AGREEMENT ("Agreement") is effective this April 15, 2014, by and between the Embassy of the Republic of Azerbaijan ("Azerbaijan"), at 2741 34th Street NW, Washington, DC 20008, and the PODESTA GROUP, ("the Provider") at 1001 G Street NW, Washington, DC 20001.

WHEREAS, Azerbaijan wishes to have the Provider performing the services hereinafter referred to, and

WHEREAS, the Provider is willing to perform these services,

NOW THEREFORE the Parties hereby agree as follows:

Additional Services

The Provider shall perform public relations services for Azerbaijan.

Term

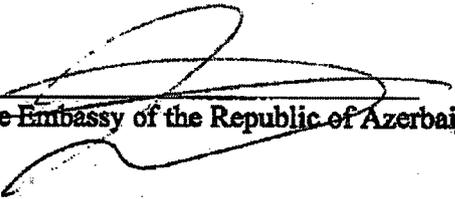
The Provider shall perform the Additional Services during the period commencing on April 15, 2014 and continuing through July 14, 2014.

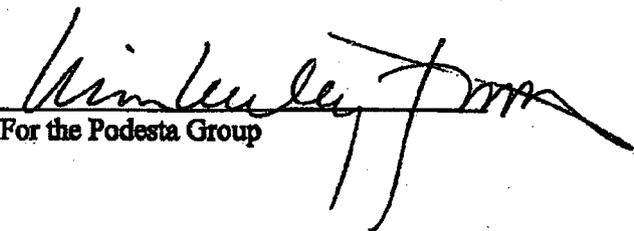
Payment

Azerbaijan shall pay the Provider an additional ten thousand dollars (US \$10,000) per month, plus expenses, for the Additional Services.

Additional Terms

All other terms of the previous Agreement dated January 1, 2014 shall remain in effect.


For the Embassy of the Republic of Azerbaijan


For the Podesta Group