

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 Fabiani & Company	2. Registration No. applied for 6045
--	--

3. Name of Foreign Principal Azerbaijan America Alliance Corporation Board of Directors, through the Azerbaijan America Alliance Corporation	4. Principal Address of Foreign Principal 1101 Pennsylvania Avenue, N.W., Suite 700 Washington, D.C. 20004
---	--

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 checked="" type="checkbox"/> Other (<i>specify</i>) <u>Board of Directors of a Delaware company</u>

Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant _____

b) Name and title of official with whom registrant deals _____

7. If the foreign principal is a foreign political party, state:

a) Principal address _____

b) Name and title of official with whom registrant deals _____

c) Principal aim _____

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.

The Board of Directors is comprised of foreign nationals (Messrs. Anar Mammadov and Khayal Sharif-zadeh) who direct a Delaware corporation that is established to encourage research and advocacy about the Azeri people and provide information broadly about such people, including issues related to their country, culture and international relations.

b) Is this foreign principal:

- | | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

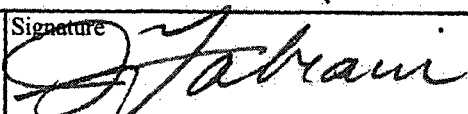
9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

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.

The Board of Directors is comprised of foreign nationals (Messrs. Anar Mammadov and Khayal Sharif-zadeh) who direct a Delaware corporation that is established to encourage research and advocacy about the Azeri people and provide information broadly about such people, including issues related to their country, culture and international relations.

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
5-25-11	JAMES P. FABIANI	

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

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

Fabiani & Company

2. Registration No.

applied for

6045

3. Name of Foreign Principal

Azerbaijan America Alliance Corporation Board of Directors, through the Azerbaijan America Alliance Corporation

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.

The Registrant, Fabiani & Company, will work with the Board of Directors of the Azerbaijan America Alliance Corporation, a Delaware corporation, to encourage research and advocacy about the Azeri people and provide information broadly about such people, including issues related to their country, culture and international relations.

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

Planning and executing effective strategies to encourage research and advocacy about the Azeri people and provide information broadly about such people, including issues related to their country, culture and international relations.

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.

No services have been provided as of this date. Because it is difficult to anticipate just what services, political activities, or what policies may be addressed or focused on, what is provided here are those factors that may reasonably be anticipated as services, political activities or policies to be influenced.

It may be reasonably anticipated that the registrant may provide written information or materials to elected or appointed government individuals, private American citizens, members of the media, university professors, university administrations, and commercial organizations; or, may in conversations provide information or data to support a point of view or explain a particular issue, idea, concern or policy, as they may relate to the culture, society, people, government policies, private or public organizations such as businesses and institutions of higher education. Some issues that may be addressed are international relations including but not necessarily limited to, relationships in the Caucasus region, relations in the European Union, relations with the United States including US citizens, businesses, universities, non-governmental organizations, government organizations and the media. Issues will likely include US policies and viewpoints towards Azerbaijan and the Caucasus region.

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
5-25-11	James P. Fabiani	

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.

Fabiani & Company

Service Agreement

1. The Parties

Fabiani & Company, a Delaware corporation with its principal place of business at 1101 Pennsylvania Avenue, NW, Suite 700, Washington, D.C. 20004, does hereby contract with the Azerbaijan America Alliance (herein referred to as "the Client"), with its principal place of business at 1101 Pennsylvania Avenue, NW, Suite 600, Washington, DC 20004, to provide services for one year, commencing upon execution of this Agreement, in consideration for the payment of fees plus expenses as defined below.

2. Consulting Services

- 2.1 In its capacity as government affairs and public affairs counsel and as an independent contractor, Fabiani & Company shall assist the Client in pursuit of its international government, economic, political and social relations and public affairs objectives. The nature of these objectives shall be determined by the Client with the advice and assistance of Fabiani & Company.
- 2.2 Further, Fabiani & Company, with the cooperation and involvement of the Client, will support and advance the interests and purposes of the Client, including, but not limited to, advising on political, economic and social issues, advocacy and strategic planning.
- 2.3 Fabiani & Company shall not enter into a subcontracting relationship for any services or activities, including public relations, event planning, or advertising activities, in excess of Ten Thousand US Dollars (\$10,000.00 USD) without the prior approval of the Client by email or in writing.
- 2.4 All services information, computer programme elements and other deliverables which may be created under this Agreement are the sole property of the Client and shall not be used or released by Fabiani & Company or any other person without the written permission of the Client.
- 2.5 Nothing in this Agreement shall be construed to constitute Fabiani & Company or any of Fabiani & Company's employees as an employee of the Client.
- 2.6 Save as provided in paragraph 2.3 above, no subcontract shall be entered into by Fabiani & Company with any other party to furnish any service specified herein in excess of \$10,000.00USD without the advance written approval of the Client. All subcontracts shall comply with Federal, State and local laws and regulations that are applicable to the services covered by the subcontract and shall include all the terms

1101 Pennsylvania Avenue, NW · Suite 700 Washington, DC 20004
T 202.756.4994 · F 202.756.7554 · www.fabiani.co.com

and conditions set forth in the Agreement. Fabiani & Company is responsible for contract performance. The Client shall not unreasonably withhold written approval and shall notify Fabiani & Company of the Client's position within fifteen (15) days of receipt of notice by Fabiani & Company. Fabiani & Company shall be responsible for executing the agreement.

- 2.7 Fabiani & Company covenants that Fabiani & Company presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Fabiani & Company further covenants that in the performance of this Agreement, Fabiani & Company shall not engage any employee or apprentice having any such interest.

3. The Fabiani & Company Core Team

- 3.1 James P. Fabiani will personally lead all aspects of the relationship between Fabiani & Company and the Client as well as the creation and execution of the "Comprehensive Strategic Plan" (CSP). Further, James P. Fabiani will be the primary point of contact with the appropriate parties.
- 3.2 In addition, James P. Fabiani will lead a Core Team of no fewer than six (6) professionals in the development, support, and execution of the "Comprehensive Strategic Plan" (CSP), including all activities pursuant to this Agreement.

4. Fabiani & Company Fees

- 4.1 Fees for consulting and advocacy services are detailed below. Payment shall be made to Fabiani & Company in US Dollars.
- 4.2 The Client shall pay service fees to Fabiani & Company for the duration of this Agreement which shall commence on the date of execution hereof.
- 4.3 The service fees shall be payable in the amount of Six Hundred Thousand US Dollars (\$600,000.00) upon execution of this Service Agreement and, in addition, Six Hundred Thousand Dollars (\$600,000.00USD) on each of the following dates: June 1, 2011, September 1, 2011 and December 1, 2011.
- 4.4 Approximately sixty (60) days prior to the expiration of this Service Agreement, the Parties agree to review the activities and progress of the previous year and develop a strategic plan and fee arrangement for the following year.

5. **Expenses**

5.1 **Fabiani & Company Expenses:**

5.1.1 Travel – Fabiani & Company shall be reimbursed for all international and domestic travel, including transportation, lodging, meals and incidentals. Travel shall be by business class and reimbursed to Fabiani & Company at cost. All international travel shall be approved in advance in writing.

5.1.2 Legal Expenses – All legal expenses must be approved by the Client in writing.

5.2 **Client Expenses in the US:**

The Client is responsible for proper and reasonable travel-related expenses in the US, including lodging, ground and air transportation.

6. **Method of Payment**

6.1 Invoices will be emailed to the attention of the Client. The contact person for all billing matters with Fabiani & Company is Mr. Gary Martin, Chief Financial Officer, 1101 Pennsylvania Ave, NW, Suite 700, Washington, DC, 20004, +1-202-756-4538, gmartin@fabiani-co.com.

6.2 Payment shall be made in the form of an electronic wire on or before the due dates specified above.

6.3 Government funds from any Government source, US or otherwise, may not be used to pay for any services provided or expenses incurred under this contract.

7. **Insurance**

7.1 Fabiani and Company shall maintain and keep in force third party and general insurance cover for any claims that may arise from or in connection with the performance of this Agreement.

8. **Termination**

8.1 Either party may terminate this agreement upon 90 days written notice to the other party.

8.2 In the event of termination by the Client, the Client shall pay all fees due to Fabiani & Company through the date of final termination, including any outstanding expenses incurred by Fabiani & Company.

8.3 Upon termination by either party, Fabiani & Company shall provide to the Client all materials of any nature related to this Agreement and any activities or services undertaken pursuant to this Agreement.

9 **Notice Provisions**

Any Notice concerning this Agreement shall be in writing and sent by certified or registered mail as follows:

To James Fabiani, Fabiani & Company

1101 Pennsylvania Avenue, NW, Suite 700, Washington, D.C. 20004

To the Client

1101 Pennsylvania Avenue, NW, Suite 700, Washington, D.C. 20004

With a copy to Saleem Sheikh GSC Solicitors LLP 31-32 Ely Place London EC1N 6TD United Kingdom.

10 **Mediation**

10.1 If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall take place in Washington, shall be self-administered, and shall be conducted under the American Arbitration Association guidelines established by the American Arbitration Association, 1633 Broadway, 10th Floor, New York, NY 10019, (212) 716-5800, www. adr.org.

10.2 Each party agrees to bear its own costs in mediation. The parties shall not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision shall not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation.

11 **Ethics, Registrations, Confidentiality and Legal Requirements**

11.1 Foreign Agents Registration Act, Lobbying Disclosure Act and The Procurement Integrity Act; This Agreement shall be subject, as may be required by law, to the provisions of the Foreign Agents Registration Act, Procurement Integrity Act, The Lobby Disclosure Act of 1995, as amended, and all other applicable laws and regulations governing contacts with the United States Congress and covered

Executive Branch Agencies and Officials, and shall be subject to the laws of the District of Columbia.

11.2 Rights and Duties: Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

11.3 Code of Conduct: The Client and Fabiani & Company agree to adhere to a "Code of Conduct" in accordance with all laws, rules, and regulations required by all official bodies or organizations legally established to set such laws, rules, and regulations. The Code of Conduct attached here as Exhibit A is by reference a provision of this contract.

11.4 Confidentiality: The Client and Fabiani & Company agree to maintain confidentiality in regards to the terms of this agreement, except as required by law or regulation to be registered or filed with any government body. Both parties agree that in the execution of plans and activities under this agreement, every effort shall be made to respect the rights, privileges and confidentiality of both parties.

11.5 Severability. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

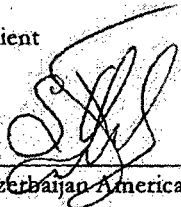
11.6 Successors and Assigns. No right or interest in the Agreement shall be assigned by Fabiani & Company without prior written permission of the Client and no delegation of any duty of Fabiani & Company shall be made without prior written permission of the Client. The Client shall not unreasonably withhold approval and shall notify Fabiani & Company of the Client's position within fifteen (15) days of receipt of written notice by Fabiani & Company. This Agreement shall extend to and be binding upon Fabiani & Company, its successors and assigns, including any individual, company, partnership, or other entity with or into which Fabiani & Company shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which Fabiani & Company shall sell its assets.

12 Signatures

This agreement contains the entire understanding between the parties. It may be changed only by written agreement signed by the parties.

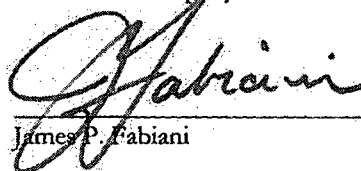
In witness whereof the authorized representatives of the Client and Fabiani & Company do hereby execute this contract.

Client



Azerbaijan America Alliance

Fabiani & Company



James P. Fabiani

Date: _____

Date: _____

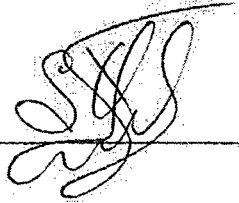
Exhibit A

Fabiani & Company Code of Conduct

Fabiani & Company believes in, and is committed to, the importance of adhering to the highest ethical and professional standards and conduct by the firm and the firm's clients. Each client is expected and required to fully understand The Fabiani & Company Code of Conduct, and the laws, rules and regulations that govern our profession. Fabiani & Company, and each client in consultation with Fabiani & Company, must understand and take responsibility for compliance with these laws, rules and regulations including the changes that occur from time to time. Our Code of Conduct requires the following:

1. Fabiani & Company and the Client shall at all times comply with all US Government federal, state and local laws, including but not limited to, campaign finance laws, rules of the U.S. Senate and House of Representatives, as well as lobbying registration and disclosure laws.
2. The Client shall notify the leadership of Fabiani & Company of any investigations or litigations of which they become aware that relates to any Client project or initiative.
3. Fabiani & Company and the Client shall cooperate to serve the best ethics and integrity of the Client and the firm.

Client



Fabiani & Company



Date: _____

Date: _____