

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 The Dilenschneider Group, Inc., MetLife Building, 200 Park Avenue, New York, NY 10166	2. Registration No. <div style="font-size: 2em; text-align: center;">6148</div>
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3. Name of Foreign Principal Government of Mongolia, Ministry of Foreign Affairs and Trade	4. Principal Address of Foreign Principal Peace Ave - 7a, Ulaanbaatar 14210 Mongolia
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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
 Ministry of Foreign Affairs and Trade

b) Name and title of official with whom registrant deals
 Suren Badral, Ambassador-at-Large

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

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

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
January 10, 2013	Chairman and Founder	/s/ Robert L. Dilenschneider
		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

The Dilenschneider Group, Inc.

2. Registration No.

6148

3. Name of Foreign Principal

Government of Mongolia, Ministry of Foreign Affairs and Trade

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.

Please see attached Memorandum of Understanding and Annexes to the same.

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

Please see attached Memorandum of Understanding and Annexes to the same.

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

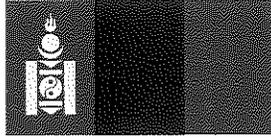
If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

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
January 10, 2013	Chairman and Founder	/s/ Robert L. Dilenschneider 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.



**Ministry of
Foreign Affairs of Mongolia**

**The Dilenschneider
Group**

The Dilenschneider Group Inc.

Memorandum of Understanding

**between the Ministry of Foreign Affairs of Mongolia and the
Dilenschneider Group Inc.**

**concerning cooperation on the provision of business advisory, communications and public
relations services for the Government of Mongolia with the specific focus on foreign
investors and business partners for Mongolia and Mongolian Companies**

Whereas the Dilenschneider Group Inc., hereinafter referred to as "the DGI", is to advise and counsel on various activities to assist the Ministry of Foreign Affairs (hereinafter referred to as "MFA") to better implement the objectives of the Programme on Enhancing the Economic Orientation of Foreign Relations of Mongolia approved in 2009 by the Government of Mongolia;

Whereas Mongolia aspires to integrate into a regional and global economy and desires to be in close cooperation with key international business and investor forums such as the World Economic Forum among others and to promote its profile at the highest international level with sovereign agencies, institutional and corporate investors and other leading industry partners;

Whereas DGI shall provide informed communication and appropriate key officials to establish contact and working relationships within key international partners for advancing Mongolia's profile within the investor and international business communities;

Whereas DGI shall provide general counsel on the overall organization of various activities and events with a view to better implement the key objectives of the aforementioned programme including the promotion and facilitation of increased foreign direct investment inflows, and optimizing returns from bilateral and multilateral cooperation, through better utilization of development loans and support while promoting Mongolia in world markets;

The Parties have therefore agreed as follows:

Article 1

Obligations of the Parties

1. The planning and organization of high quality acutely focussed investor presentations both specific and generic are the main form of desired collaboration between MFA and DGI.
2. Key obligations of MFA:

- (a) provide DGI with the data and requirements to enable it to meet the needs and demands for public relations and effective counsel;
- (b) provide the funding for the public relations events as mutually agreed from time-to-time;
- (c) provide all necessary assistance in communicating with all involved organizations, corporate entities and key individuals within Mongolia; and
- (d) such other *ad hoc* support as may be required from time-to-time.

3. Key Obligations of DGI:

- (a) provide an overall strategy and policy for the public relations programmes to be conducted by MFA on behalf of the Government of Mongolia;
- (b) provide contact details and outline business profiles of the key organizations and entities within the international business and investor community likely to be of attraction and long-term benefit to Mongolia;
- (c) establish contacts and introductions to the high level officials of the aforementioned entities;
- (d) supply timely counsel and advice on the latest developments in world economic, geopolitical and business environments;
- (e) provide general advice on the organization and communication of suitable events for promoting Mongolia on an international scale;
- (f) advise and assist in establishing an effective and productive cooperation mechanism with the World Economic Forum building upon the solid base of current collaboration under the PACI and Responsible Mining Initiatives and in organizing joint Mongolia-WEF joint events;
- (g) organize a one-day workshop in Ulaanbaatar to introduce DGI to leading Government officials, politicians and top business leaders in order to stimulate greater interest and joint public/private commitment to the Programme on Enhancing the Economic Orientation of Foreign Relations of Mongolia; and ;
- (h) such other *ad hoc* incidental support as may be required from time-to-time.

Article 2

Financial arrangements

1. The financial arrangements for the provision of DGI's professional services under the terms of this Memorandum of Understanding shall be borne by the MFA or any other government agency of Mongolia. On a monthly basis, MFA or Mongolia shall pay DGI a retainer of USD 50,000 per month, in advance, for services under this arrangement commencing with effect from 1st January 2013.
2. Payment for the period from 1st January until 30th June 2013 will be effected by MFA to DGI in advance in one lump sum amounting to USD 300,000 on or before 20th December 2012 by SWIFT payment or wire transfer to DGI's bank account as nominated in Annex 3 herof.
3. Any out of pocket expenses incurred by DGI in the exclusive fulfilment of their services hereunder will be payable in addition to the retainer and will be billed at the end of the month. Any such expenses in excess of USD 1,000 per calendar month must be approved in advance by MFA.
4. Any DGI staff time charges incurred for extraordinary projects not contemplated under this retainer will be billed at standard rates and must be approved in advance by MFA.

Article 3

Inviolability/Confidentiality

1. All documents belonging to MFA or Mongolia Parties or held by it in whatever form and, *inter alia*, its archives and accounts, shall be inviolable wherever they are located.
2. The inviolability of the Parties' official correspondence shall be guaranteed.
3. DGI acknowledges its responsibility, both during and after the terms of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary information or data developed by DGI on behalf of Mongolia or disclosed by Mongolia to DGI.

Article 4

Responsibility

MFA shall save the DGI harmless from all claims, losses and damages which the DGI may sustain in direct or indirect consequence of or arising out of the services contemplated under this Memorandum of Understanding save for gross negligence on the part of DGI or its officers

Article 5

Term

The initial term of this Memorandum of Understanding shall be from the date of signing until 30th June, 2013 renewable thereafter subject to mutual consent.

Article 6

Amendment

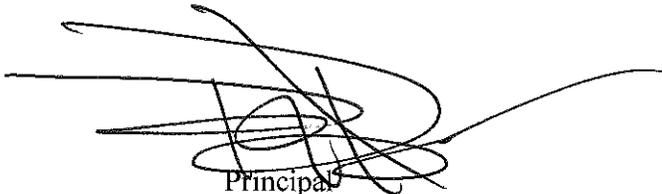
The Memorandum of Understanding may be amended upon mutual consent by the Parties in writing.

Article 7

Final provisions

1. This Memorandum of Understanding shall enter into force upon signature.
2. Any dispute concerning the interpretation or application of this Memorandum of Understanding shall be settled by consultation between authorized representatives of MFA and DGI.
3. Signed at New York City on the day of November, 2012 in two originals, in the English language, all texts having equal validity.

For The Dilenschneider
Group Inc.



Principal
Robert L. Dilenschneider

For the Ministry of Foreign Affairs of
Mongolia



Ambassador- at- Large
Suren Badral

ANNEX 1

STATEMENT OF WORK

DGI is engaged to advise and counsel on various activities to assist MFA to better implement the objectives of the Programme on Enhancing the Economic Orientation of Foreign Relations of Mongolia approved in 2009 by the Government of Mongolia;

Whereas Mongolia aspires to integrate into a regional and global economy and desires to enjoy close and effective cooperation with key international business and investor forums such as the World Economic Forum among others and to promote its profile at the highest international level with sovereign agencies, institutional and corporate investors and other leading industry partners;

DGI will devise and implement an overall public relations and investment development programme behalf of MFA at the direction and under the oversight of the Ambassador-at-Large to enhance political, economic and cultural relations between Mongolia the leading industrial nations and major global corporations and institutions such as the World Economic Forum in order to capture increased Foreign Direct Investment flows into Mongolia upon terms and conditions most beneficial to Mongolia while creating new employment opportunities and contributing to an improvement in the welfare of all its citizens.

Efforts will focus specifically upon:

1. provide an overall strategy and policy for the public relations programmes to be conducted by MFA on behalf of the MFA of Mongolia;
2. provide contact details and outline business profiles of the key organizations and entities within the international business and investor community likely to be of attraction and long-term benefit to Mongolia including, without limitation, the World Economic Forum;
3. establish contacts and introductions to the high level officials of the aforementioned entities;
4. supply timely counsel and advice on the latest developments in world economic, geopolitical and business environments;
5. provide general advice on the organization and communication of suitable events for promoting Mongolia on an international scale;
6. advise and assist in establishing an effective and productive cooperation mechanism with the World Economic Forum building upon the solid base of current collaboration under the PACI and Responsible Mining Initiatives and in organizing joint Mongolia-WEF joint events;
7. organize a one-day workshop in Ulaanbaatar to introduce DGI to leading Government officials, politicians and top business leaders in order to stimulate greater interest and joint public/private commitment to the Programme on Enhancing the Economic Orientation of Foreign Relations of Mongolia; and ;

8. such other *ad hoc* incidental support as may be required from time-to-time.

ANNEX 2

STANDARD TERMS AND CONDITIONS

1. MFA agrees that in rendering its services to MFA under this MoU, DGI will rely entirely upon information supplied by MFA, publicly available information, and information obtained from reliable third party sources in respect of which DGI shall not be obliged to make any independent verification. MFA shall promptly provide DGI with all relevant information about the MFA (to the extent made publicly available) that shall be reasonably requested or required by DGI to accurately represent Mongolia. The information furnished or made available by the MFA to DGI shall be true, accurate and correct in all material respects at the time furnished or made available and DGI shall not be responsible for the accuracy or correctness of, or have any obligation to verify, the same.
2. In rendering its services to MFA under this MoU. DGI does not assume any responsibility for the MFA's underlying decision to effect any action or for any economic, financial or other results which may be ensue or be experienced by MFA as a result of DGI'S engagement under this MoU or warrant the suitability or desirability of any third party with which the MFA consummates any action.
3. MFA acknowledges and agrees that any advice or opinion, oral or written, delivered to it by DGI or its representatives in connection with this MoU is prepared solely for the confidential use of MFA and shall not be reproduced, summarized, or referred to in any public document or given or otherwise divulged to any person other than its officials and employees on a need to know basis or its legal advisers, without DGI's prior written consent (which consent shall not be unreasonably withheld or delayed) except as may be required by applicable law or regulation. DGI will have no obligation to update any advice or opinion in respect of any events or circumstances occurring after the date of provision of any such advice or opinion.
4. MFA acknowledges that upon consummation of a successful action or beneficial political, economic or cultural outcome. DGI may, at its own expense, place announcements in the media and such newspapers and professional journals as it may choose, stating that DGI acted as advisor to the MFA in connection with such action or event.
- 5, MFA represents and warrants that: (a) it has full right, power and authority to enter into this MoU and to perform all of its obligations hereunder. (b) this MoU has been duly authorized and executed and constitutes a valid and binding MoU of MFA, enforceable in accordance with its terms: and (c) the execution and delivery of this MoU and the consummation of the services contemplated hereby does not conflict with or result in a breach of:
 - (i) MFA's powers under the Constitution of Mongolia; or
 - (ii) any treaty, accord or other agreement or MoU to which MFA is a party.
6. Nothing contained in this MoU shall be construed as to permit either DGI or the MFA to have the power to obligate or bind the other party in any manner whatsoever. DGI in performing its services hereunder shall at all times be an independent contractor and any duties arising out of its engagement shall be owed solely to MFA. It is understood that DGI's

responsibility to MFA is solely contractual in nature and DGI does not owe MFA or any other person any fiduciary duty as a result of this MoU.

7. The parties agree that DGI is a *bona fide* contracted consulting business partner engaged by MFA. The parties further agree as follows:

- (a) that the fee paid to DGI by MFA is equitable when compared to the services performed or to customary fees for similar services related to international assignments entrusted by MFA;
- (b) that DGI has adequate knowledge of the MFA's positions and policies, as well as other qualifications necessary to represent issues of interest to the MFA on their merits;
- (c) that MFA and DGI are desirous of enjoying a continuing professional relationship subject always to satisfactory performance on the part of DGI and to the continuance of a competitive fee structure;

8. DGI hereby represents and warrant to MFA that it is:

- (a) a well-established specialist public relations business that has existed in its present form and professional specialization for more ten years; and
- (b) that, under this MoU, DGI will represent the Mongolia and identify opportunities with political, economic and cultural benefit to MFA and Mongolia.

9. Any waiver by any party of any breach of any provision of this MoU shall not operate as or be construed as constituting a waiver of any other provision of this MoU. The failure of either party to insist upon strict adherence to any term of this MoU on one or more occasion shall not be construed as constituting a waiver or serve to deprive that party of any such right thereafter to insist upon strict adherence to that term or any other term of this MoU. Any waiver of any provision of this MoU must be effected in writing and executed by both the parties hereto.

ANNEX 3

PAYMENT

Payments under the foregoing Article 2 of this MoU will be made by SWIFT transfer to the following bank account:

The Dilenschneider Group

Bank:

Address:

Routing #:

Account#:

The Dilenschneider Group

NET DUE UPON RECEIPT

Wire Transfer Information:

Chase Manhattan Bank
1411 Broadway, 5th Floor
New York, NY 10018

Transit ABA [REDACTED]

Account No. [REDACTED]

Account Name: The Dilenschneider Group

The Dilenschneider Group Inc.

MetLife Building, 200 Park Avenue, 26th Floor, New York, NY 10166

212 922 0900 (fax 212 922 0971)