

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 Fletcher Rowley, Inc. 1720 West End Ave., Suite 630, Nashville, TN 37203	2. Registration No. 6173
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3. Name of Foreign Principal Defence SA/Government of South Australia	4. Principal Address of Foreign Principal Level 4, 151 Pirje Street Adelaide SA 5000 Australia
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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
Defence SA

b) Name and title of official with whom registrant deals
Andrew Fletcher, Chief Executive

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

a) Principal address
N/A

b) Name and title of official with whom registrant deals

c) Principal aim

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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.

N/A

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.)*

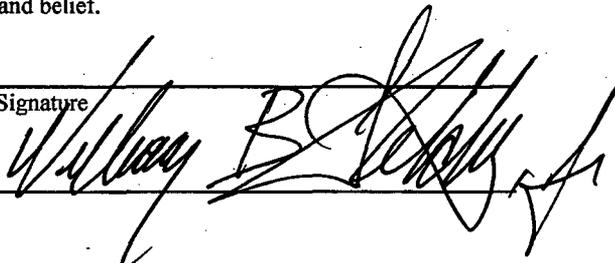
N/A

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.

N/A

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
	William Fletcher, Partner	

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 Fletcher Rowley, Inc.	2. Registration No. 0173
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3. Name of Foreign Principal Defence SA/Government of South Australia
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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 agreement.

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

Please see attached agreement.

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.

Specific tasks covered by this agreement will related broadly to the representation of the interests of Defence SA in the United States and specifically to the encouragement of the U.S. Navy to utilize Techport for voyage repairs and other tasks to be mutually agreed upon by Defence SA and Fletcher Rowley.

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
	William Fletcher, Partner	

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.

LETTER OF AGREEMENT

BETWEEN

DEFENCE SA

AND

FLETCHER ROWLEY, INC.

APRIL 1, 2013

LETTER OF AGREEMENT

1. **DEFINITIONS:** For the purposes of this document, the terms Fletcher Rowley, Inc., FR and Consultant(s) shall be construed to be used interchangeably. The terms Defence South Australia, Defence SA and DSA shall be construed to be used interchangeably. The terms "LOA", "this agreement" refer to this document including Exhibit A, Exhibit B and Exhibit C.
2. **PARTIES TO THE AGREEMENT:** This agreement is reached between Fletcher Rowley, Inc. and Minister for State Development represented by Defence SA (Defence SA).
3. **ACCEPTANCE:** The proposal from Consultants for strategic communications and government relations is hereby accepted by Defence SA in its entirety and Consultants are hereby engaged to execute the strategies outlined in the proposal. The specific tasks to be performed by consultants will be mutually agreed upon by Fletcher Rowley and Defence SA.
4. **INVOICES PAID BY WIRE TRANSFER:** Consultants shall provide invoices to Defence SA payable to Consultants through wire transfers to Fletcher Rowley, Inc.
5. **PAYMENTS UNDER THE AGREEMENT:** Dates of payments, fees and expenses are outlined in Exhibit B and are subject to change based on mutual agreement between Consultants and Defence SA.
6. **BUDGET:** The budget for the project, enumerated and detailed in this LOA as Exhibit A and Exhibit B, shall be managed at the discretion of Consultants including moving funds between line items, eliminating line items and creating new line items at their discretion. Consultants shall faithfully manage the funds provided under this LOA and account for the funds on a quarterly basis to the individual or individuals identified by Defence SA.
7. **SCOPE OF WORK:** Specific tasks covered by this agreement will relate broadly to the representation of the interests of Defence SA in the United States and specifically to the encouragement of the U.S. Navy to utilize Techport for voyage repairs and other tasks as mutually agreed to by Defence SA and Fletcher Rowley. The scope of work may change during the course of the agreement as mutually agreeable between Fletcher Rowley, Inc and Defence SA. The initial tasks will be implemented between April 2013 and October 2013.
8. **OBLIGATIONS OF THE CONSULTANTS:** The Consultants must perform their obligations;

(a) professionally skillfully and competently;

(b) in a timely and efficient manner; and

(b) In the interests of Defence SA without favour to any other person

9. **MODIFICATION OF SCOPE OF WORK:** It is understood by the parties that the actions and activities governed by this LOA may change during the execution of this agreement and that some strategies proposed may not be pursued while other strategies and projects, as yet unforeseen by the parties, may be undertaken by the Consultants under the purview of this LOA. Consultants will seek agreement with designated managers of Defence SA for these changes and additions to the strategy. In the event the changes in strategies result in the need for additional payments to Consultants from Defence SA then Consultants shall provide invoices and descriptions of said payments to Defence SA for approval and funding. If strategies or projects enumerated in this LOA are not pursued then the funds for the abandoned strategies may be held in reserve and used for other purposes as agreed by Consultants and Defence SA.
10. **SEVERABILITY:** If any portion of this agreement is found upon later examination to be contrary to International, Australian or U.S. Law then that portion of the LOA and Proposal shall be severable from the Proposal and LOA and shall be deemed to be inoperable and null and void while the balance of the agreement shall remain in force.
11. **DISPUTE RESOLUTION:** If the parties to this agreement have a dispute the parties agree to a 14 day period for resolution of the dispute without the involvement of outside agencies. If a dispute is unable to be resolved without the involvement of an outside agency, the parties agree that any proceedings to resolve the dispute by way of mediation or arbitration will be conducted in Adelaide, South Australia in accordance with the law of South Australia.
12. **ENTIRE AGREEMENT:** This document is subject to the parole evidence rule and no other conversation between the parties unless outlined herein shall form part of this document. This document contains the entire agreement between the parties.
13. **OWERSHIP OF MATERIALS:** All documents, data, analyses and other work ("Work Product") prepared by or on behalf of Defence SA (including Work Product prepared by the Consultants in the course of providing the services in accordance with this LOA) in tangible or electronic form, shall, to the fullest extent possible under law, become the sole property of Defence SA and Defence SA shall own any and all right, title and interest in and to such Work Product including copyrights, trade secret, patent and other intellectual property rights, with respect to any copy, photograph,

advertisement, music, lyrics, media, production or other work or thing created by FR or at FRs direction for Defence SA pursuant to this Agreement.

14. **TERM:** The term of this agreement shall be six months. Either party may terminate the agreement upon 60 days notice. If the agreement is terminated, each of the parties shall fulfill their obligations through the 60 day termination period unless Defence SA notifies the Consultants in writing that this is not required in which case the Consultants shall cease to carry out the services. Subject to this clause, fees and responsibilities while this agreement is in effect will continue even if the agreement is terminated until such date of the termination.

15.

STATUS AS CONTRACTOR; LIABILITY FOR WITHHOLDINGS; TAXES AND BENEFITS: Neither Fletcher Rowley, or its employees or agents are employees or partners of Defence SA. Defence SA shall under no circumstances be obligated to provide FR, with any health, sick pay, pension, retirement, insurance, unemployment or other benefit of any kind, except as expressly set forth herein. Nor is Defence SA required to withhold federal or state taxes on payments made to FR, Inc.

16. **CONFIDENTIAL INFORMATION:** The Consultants may only use the Confidential Information for the purpose of disclosure and must not disclose the confidential information to a third person unless the disclosure is for the purpose of disclosure or required by law. For this purpose:

"Confidential Information" means information that is, by its nature or by the circumstances in which it is disclosed, confidential or is designated as being confidential but does not include information that is or becomes public knowledge other than by a breach of this LOA or the information comprising this LOA; and

"purpose of disclosure" means the implementation of the strategies agreed to by Defence SA and Fletcher Rowley.

17. **LETTER OF AGREEMENT:** Subject to clause 18 the Parties agree to keep confidential the terms of, and the information comprising, this Letter of Agreement.

18. **PERMITTED DISCLOSURE:** The Consultants may disclose the terms of, or information comprising, this Letter of Agreement only for the purpose of disclosure and Defence SA may disclose the terms of, or the information comprising, this LOA :

(a) to Parliament, the Governor, Cabinet or a Parliamentary or Cabinet committee or subcommittee;

- (b) to any agency, authority instrumentally, minister or officer of the State of South Australia to whom it is customary for Defence SA to disclose the confidential information (whether or not Defence SA is legally obliged to do so); or
- (c) for the purposes of prosecuting or defending any legal proceedings.

19. CONFLICT OF INTEREST: The Consultants warrant that they do not:

- (a) hold any office;
- (b) possess any property;
- (c) engage in any business, trade or calling; or
- (d) have any obligations by virtue of any contract,

whereby, directly or indirectly, duties or interests are or might be created in conflict with, or might appear to be created or conflict with, its duties and interest under this LOA. The Consultants must disclose to Defence SA in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the service provider or the service provider's team) in the course of performing the services under this LOA, immediately upon becoming aware of that conflict.

20. PROBITY: In performing its obligations under this LOA the Consultants must:

- (a) act lawfully;
- (b) not be a party to any act or thing which in Defence SA's reasonable opinion:
 - (i) is prejudicial to the goodwill, reputation or overall image of Defence SA or the State of South Australia; or
 - (ii) puts at risk the probity of any transaction, process or agreement related to, or impacted by the provision of the services in accordance with this LOA.

21. PUBLICITY: The Consultants must not make or permit to be made a public announcement or media release about any aspect of this LOA unless Defence SA first gives the Consultants its written consent.

22. NO ASSIGNMENT: The Consultants must not assign or encumber any of their rights and obligations under this LOA unless Defence SA first gives the Consultants its written consent.

23. AUDITOR GENERAL: Nothing in this LOA derogates from the powers of the Auditor General under the *Public Finance and Audit Act 1987* (South Australia)

24. **SURVIVAL:** Clauses 13, 17, 18, 19, 21, and 22 survive the expiry or termination of this LOA.

25. **JURISDICTION OF COURTS:** The courts of South Australia have exclusive jurisdiction to determine any proceeding in relation to this LOA. Any proceedings brought in a Federal Court must be instituted in the Adelaide Registry of that Federal Court and the Consultants undertake not to apply to transfer any proceedings to any other registry of the Federal Court.

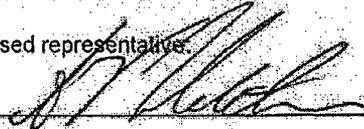
26. **COUNTERPARTS:** This LOA may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one instrument.

Signed and agreed to on April 1, 2013 by:

SIGNED for and on behalf of the

MINISTER FOR STATE DEVELOPMENT

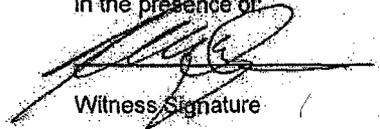
by his authorised representative



Date: 1st April 2013

Andrew Fletcher
Chief Executive
Defence SA

in the presence of:



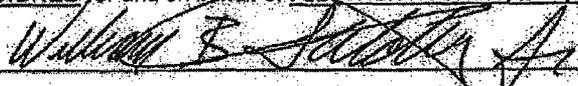
Witness Signature

KELLY MCGOWAN

Witness Name

And

SIGNED for and on behalf of **FLETCHER ROWLEY, INC.**, by its authorised representative:



Date: 4-1-2013

William Burke Fletcher, CEO, Fletcher Rowley, Inc.

in the presence of:

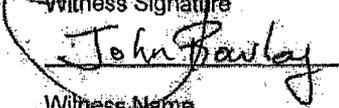

Witness Signature

Witness Name

EXHIBIT B:

Schedule of Fees & Monthly Expenses

	Amount	Due Date
April Fee	\$30,000	May 15, 2013
<i>April Expense Reimbursement</i>	TBD	May 15, 2013
May Fee	\$30,000	June 15, 2013
<i>May Expense Reimbursement</i>	TBD	June 15, 2013
June Fee	\$30,000	July 15, 2013
<i>June Expense Reimbursement</i>	TBD	July 15, 2013
July Fee	\$30,000	August 15, 2013
<i>July Expense Reimbursement</i>	TBD	August 15, 2013
August Fee	\$30,000	September 15, 2013
<i>August Expense Reimbursement</i>	TBD	September 15, 2013
September Fee	\$30,000	October 15, 2013
<i>September Expense Reimbursement</i>	TBD	October 15, 2013
Fees Total	\$180,000	

All line items subject to change during planning process

Terms: Fees and expenses paid monthly in arrears

Funds to be wired to Fletcher Rowley, Inc

Foreign Principal	Date Received	Purpose	Amount
Defence SA/Government of South Australia	6/12/2013	May Fees/Expense Reimbursement	\$ 32,485.61
Defence SA/Government of South Australia	5/29/2013	April Fees	\$ 29,975.00
Defence SA/Government of South Australia	5/21/2013	April Expense Reimbursement	\$ 4,986.72