

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 Dutko Worldwide LLC dba Grayling	2. Registration No. 6270
3. Name of Foreign Principal Policy Council, States of Guernsey	4. Principal Address of Foreign Principal Sir Charles Frossard House St Peter Port Guernsey Channel Islands GY1 1WT

5. Indicate whether your foreign principal is one of the following:

Government of a foreign country¹

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 (specify) _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
 Policy Council, States of Guernsey

b) Name and title of official with whom registrant deals
 Jo Reeve, Director of Constitutional Relations

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

a) Principal address
 NA

b) Name and title of official with whom registrant deals

c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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.

NA

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.)

NA

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.

NA

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 15, 2015	Peter L. Robinson, Secretary	/s/ Peter L. Robinson

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

Dutko Worldwide LLC dba Grayling

2. Registration No.

6270

3. Name of Foreign Principal

Policy Council, States of Guernsey

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.

See attached contract. Provide assistance and advice to the principal regarding the visit to Washington, D.C. of the Chief Minister of the States of Guernsey, including arranging and attending meetings with government officials, think tanks, and trade associations; and briefing the principal regarding issues of mutual interest.

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

See attached contract. Provide assistance and advice to the principal regarding the visit to Washington, D.C. of the Chief Minister of the States of Guernsey, including arranging and attending meetings with government officials, think tanks, and trade associations; and briefing the principal regarding issues of mutual interest.

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.

See attached contract. Provide assistance and advice to the principal regarding the visit to Washington, D.C. of the Chief Minister of the States of Guernsey, including arranging and attending meetings with government officials, think tanks, and trade associations; and briefing the principal regarding issues of mutual interest.

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 15, 2015	Peter L. Robinson, Secretary	/s/ Peter L. Robinson 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.

STRATEGIC CONSULTING SERVICES AGREEMENT

This Strategic Consulting Services Agreement (the "Agreement") is between the government of Guernsey (a British Crown Dependency), known as the States of Guernsey ("Guernsey" or the "Client") acting through the Policy Council with its principal place of business at Sir Charles Frossard House St Peter Port Guernsey Channel Islands GY1 1WT and Grayling (the "Firm"), a Delaware limited liability company with its principal place of business at 100 M Street, SE, Suite 500, Washington, D.C. 20003. For purposes of this Agreement, the Client and the Firm are referred to collectively as "the Parties."

AGREEMENT

1. Services.

Under the terms of this Agreement, the Firm will provide to the Client professional strategic consulting services including, but not necessarily limited to:

- Prepare and assist the States of Guernsey Policy Council for upcoming Washington, D.C trip for Jonathan Le Tocq, Chief Minister, States of Guernsey
- Conduct outreach, coordinate and attend meetings for the Chief Minister with members of the U.S. House of Representatives, U.S. Senate, trade associations and think tanks.
- Provide a briefing paper with bios on those with whom we will be meeting and participate in briefing calls for preparative purposes prior to the Chief Minister's trip to Washington, D.C.
- Provide a written report summarizing the visit with follow-on actions upon conclusion of the trip.

2. Representations by Client.

Client represents that: (i) no fees, expenses, or other amounts paid to the Firm in connection with this Agreement shall be paid from any U.S. Federal or State appropriated funds; and (ii) it recognizes that certain costs incurred in connection with this Agreement may not be deductible business expenses under applicable Federal and State law.

3. Obligations of the Firm.

- a. The Firm will perform its responsibilities under this Agreement in an ethical and businesslike manner.
- b. The Firm will submit all reports required of it by Federal and State law, including but not limited to the Foreign Agents Registration Act.

4. Obligations of Client.

- a. Assisting with Government Disclosures by the Firm. Client recognizes that the Firm may periodically be required to file government disclosure forms which may require Client's signature or input. Client agrees to cooperate in the Firm's efforts to file these disclosures, including, but not limited to, providing timely

information and/or signatures on disclosure forms provided by the Firm. To the extent that any entity other than the Client (including but not limited to real parties in interest) participates in the planning, supervision, or control of the Firm's activities, the Client agrees to provide full information about any such entity at the outset of this Agreement, and agrees to provide any changes or updates to such information within seven (7) days of such changes having occurred.

- b. Expenses. Client authorizes the Firm to incur and receive reimbursement for reasonable out-of-pocket expenses related to the Firm's performance of the Agreement, including: travel costs; expenses related to attending meetings and conferences relevant to the Client's business interests; long distance telephone charges; postage; photocopy and facsimile charges; and such other out-of-pocket expenses that are reasonably necessary to the Firm's performance of the Agreement. Reimbursable expenses are separate from and shall not be considered when determining the Firm's compensation under the Agreement.
- c. Non-payment. Client acknowledges that any failure to timely remit payments due under this Agreement constitutes a material breach hereof.

5. Compensation.

- a. Project Fee. Client agrees to pay the Firm, as compensation for services performed under this Agreement, a Project Fee of \$6,500.
- b. Payment Schedule. Payment of the project fee and expenses is due upon receipt of the Firm's invoice. Should the Client allow its account to fall more than ninety (90) days in arrears, the Firm retains the option of suspending its professional services called for in this Agreement until payment arrangements are made to the satisfaction of the Firm. Any amounts outstanding after 30 days shall accrue interest at the rate of 1.5% per month.
- c. Invoices to Client shall be sent to:
 - Jo Reeve
 - Director of Constitutional Relations
 - Policy Council, States of Guernsey
 - Sir Charles Frossard House
 - St Peter Port
 - Guernsey
 - GY1 1FH
 - jo.reeve@gov.gg

6. Confidential Information.

The Firm and the Client agree that they will hold in confidence the content of this Agreement and any information whatsoever concerning the activities or business of the other, unless such disclosure is (a) mutually agreed upon in writing; (b) reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder, and then is made only to the minimum extent necessary to carry out such obligations; (c) information which had generally become known to the public other than through the disclosure thereof by the disclosing party; (d) to attorneys, accountants or other professional advisors of the

disclosing party under confidentiality agreements substantially identical to this one; or (e) pursuant to law, rule, regulation or compulsory legal process.

7. Duration and Termination.

- a. This Agreement shall commence on January 12, 2015 and continue through February 28, 2015 ("Initial Term"). Thereafter, the Parties may mutually agree to an extension of the Initial Term.
- b. Either Party may terminate this Agreement for cause upon the other Party's breach or default of any provision of this Agreement unless such breach or default is corrected or cured within thirty (30) days after receipt of written notice thereof from the other Party.
- c. Either Party may terminate this Agreement for cause immediately, in the event that the other Party: (i) is the subject of a voluntary or involuntary petition in bankruptcy; (ii) is or becomes insolvent; or, (iii) ceases to pay its obligations or conduct business in the normal course.
- d. Termination pursuant to this Section does not release Client or the Firm from any ongoing disclosure or reporting requirements either might have under this Agreement or any amendments hereto or of any obligation of Client to provide compensation for any and all services provided on behalf of Client.

8. Indemnification and Limitation of Liability.

To the greatest extent permitted by law, the Client will indemnify and hold harmless the Firm, its subsidiaries, affiliates and parents, and its or their officers and employees, (each, a "Firm Indemnified Party") against any damage, cost, loss or expenditure (including but not limited to attorney's fees and costs) the Firm Indemnified Party may incur as a result of or related to any actual or threatened investigation, demand, suit, claim or proceeding (each, a "Claim") brought against the Firm Indemnified Party or requiring the response or participation of the Firm Indemnified Party in any way (whether or not the Firm Indemnified Party is a target, subject, or party to any such claim, demand, suit, investigation or proceeding) based upon, related to, or arising from, a) any materials or information provided to the Firm by or on behalf of the Client; b) any act or omission by the Firm taken with the approval of or at the instruction of the Client; c) any negligent or willful misconduct by the Client related to this Agreement; and d) any actual or alleged violation of applicable law by the Client.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE FIRM BE LIABLE TO THE CLIENT IN AN AMOUNT IN EXCESS OF COMPENSATION PAID TO THE FIRM DURING THE PRECEDING TWELVE MONTHS BEFORE THE DETERMINATION OF LIABILITY.

9. Notices.

All notices required or authorized by this Agreement shall be given in writing and shall contain a reference to this Agreement. All such notices shall be deemed effective when

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they are either served by personal delivery, or sent, postage prepaid, by registered or certified mail to the receiving Party at the following address:

If to the Firm: Grayling
100 M Street, SE, Suite 500
Washington, DC 20003
Attn: Karen S. Levin
Karen.Levin@grayling.com

If to Client: Jo Reeve
Director of Constitutional Relations
Policy Council, States of Guernsey
Sir Charles Frossard House
St Peter Port
Guernsey
GY1 1FH
jo.reeve@gov.gg

or such other address as either Party shall hereafter designate in writing to the other.

10. Waiver.

The failure of either Party to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver by either Party to this Agreement, either express or implied, of any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.

11. Assignment.

Neither this Agreement nor any right or obligation hereunder may be assigned or transferred in whole or in part by either Party without the prior written consent of the other Party, except that the Firm may assign this Agreement, without consent, to a corporate affiliate, parent, or successor-in-interest. No attempt to assign or transfer the Agreement in violation of this provision shall be valid or binding.

12. Relationship of Parties.

The Firm is an independent contractor. All persons employed by the Firm in the performance of the Agreement shall perform under the control and direction of the Firm and shall under no circumstances be considered employees of the Client.

13. Dispute Resolution.

The Firm and the Client agree that in the event a dispute arises under the terms of this agreement, the following procedures shall be utilized to resolve the dispute(s).

- a. Collection Disputes. Should the Client fail to pay any amount owing under this Agreement, and should the Client fall more than ninety (90) days in arrears, a "Collection Dispute" shall be deemed to have arisen. The Firm reserves the right

to utilize the services of a Collection Agency or attorney to resolve any Collection Dispute and to recover any amount owing, plus interest. The Firm expressly reserves the right to pursue any and all available legal or equitable remedies to recover amounts owing under this Agreement. In the event that it becomes necessary to involve the services of an attorney or collection agent, the Client agrees to pay all costs of collection attempts including reasonable attorney's fees and all costs or expenses associated with any Collection Disputes, including but not limited to interest and any court fees or costs. Each Party agrees to submit to the exclusive jurisdiction of any federal or state court located in Washington, D.C. for any Collection Dispute arising under this Agreement, and hereby waives and agrees not to assert, by way of defense to any suit, claim or proceeding brought therein, that venue and jurisdiction are improper.

- b. All Other Disputes. With the exception of the rights reserved and procedures set forth in this Agreement concerning Collection Disputes (for which the Parties agree to the exclusive jurisdiction and venue of any federal or state court located in Washington, D.C.), should any other disputes arise under this Agreement, the parties agree to use the arbitration services of the American Arbitration Association (AAA), and agree that the parties will abide by District of Columbia law regarding civil arbitration and will be bound by the decision of the arbitrator. Any arbitration will take place in the District of Columbia. The Parties agree to waive their rights to seek judicial resolution of such disputes (other than Collection Disputes, for which judicial resolution is available as described above).

14. Integration and Modification.

This document, including any attached Schedule(s), contains the entire agreement between the Parties relating to the subject matter hereof. All prior agreements and all prior negotiations are superseded by this Agreement. This Agreement, including any Schedule(s), may not be modified except by a written document signed by an authorized person on behalf of each Party.

15. Severability.

Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in force and effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

16. Headings.

The Section Headings herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.

17. Interpretation.

This Agreement has been entered into after review and negotiation of its terms by the Parties hereto, who have both had the opportunity to consult with counsel. The Agreement shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either Party. No ambiguity or omission shall be construed or resolved

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against either Party on grounds that this Agreement or any provision thereof was drafted or proposed by such Party.

18. Choice of Law.

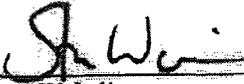
This Agreement, including its drafting, construction, and performance, shall be governed and construed in accordance with the laws of the District of Columbia, United States of America, without regard to any choice of law or conflict of law provisions.

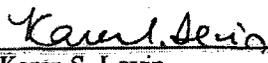
19. Survival.

The following sections of this Agreement (including all respective subparts) shall continue in full force and effect notwithstanding any termination or expiration hereof: Sections 3, 4, 5, 6, 7, 8, 9, 11, 13, 14, 15, 16, 17, 18.

Policy Council, States of Guernsey

Grayling

By: 
Steve Wakelin
Head of International Relations

By: 
Karen S. Levin
Senior Director of Finance

Date: 1/15/15

Date: 1/14/15