

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.

Pan-European government affairs and public relations firm.

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 checked="" type="checkbox"/> No <input 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 checked="" 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.)

The foreign principal is a Pan-European government affairs and public relations firm engaged by Bidzina Ivashvili, a Georgian citizen, for the purposes of promoting a stronger Georgian democracy through fair, open, and honest elections in 2012.

MSD/CES/REGISTRATION UNIT
2011 DEC 21 AM 3:16

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.

Ivo Ilic Gabara

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
12-20-11		William Patten

↻

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 Office of Sam Patten, LLC	2. Registration No. 6081
3. Name of Foreign Principal BGR Gabara, Ltd. (for Bidzina Ivanishvili)	

NSD/CES/REGISTRATION UNIT
2011 DEC 21 AM 3:18

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.

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

Generally speaking, the Registrant will engage in political activities relating to two areas: 1) Monitoring political developments and activities in Georgia and advise U.S. officials as things occur; 2) Arranging meetings with U.S. officials on behalf of the foreign principal.

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.

Generally speaking, the Registrant will engage in political activities relating to two areas: 1) Monitoring political developments and activities in Georgia and advise U.S. officials as things occur; 2) Arranging meetings with U.S. officials on behalf of the foreign principal.

HSD/CES/REGISTRATION UNIT
2011 DEC 21 AM 3:16

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
12-20-11	William Patter	

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.

Ivo Ilic Gabara
BGR Gabara, Limited
President

VIA E-MAIL

December 20, 2011

Mr. William S. Patten Jr.

Dear Sam:

Please accept this independent contractor's agreement ("Agreement"), which sets forth the terms and conditions for your independent consulting services with BGR Gabara, Ltd. This Agreement which is effective upon signing and is made by and between the Office of Sam Patten, LLC ("Patten"), a Washington D.C. limited liability company and BGR Gabara, Ltd ("BGR Gabara"), a United Kingdom company, each a "Party" and together as the "Parties."

Scope of Work: Patten will assist BGR Gabara with its work on behalf of Bidzina Ivanishvili. BGR will provide strategic government affairs and public relations services within the United States.

Professional Fees and Expenses: In consideration for Patten's services and for work beginning November 21, 2011 BGR Gabara agrees to pay Patten a monthly professional fee of USD \$20,000.00. Either Party may terminate the Agreement for any reason upon forty-five (45) days written notice.

- Confidentiality:** The Parties may propose to mutually disclose certain of its confidential and propriety information ("Confidential Information") to each other regarding this engagement. Written Confidential Information may include client lists, methods, information concerning customer or personal relationships, or financial or other statistical information. Confidential Information disclosed orally shall be identified as such by the Parties. Nothing herein shall require the Parties to disclose any of its information to others outside of this Agreement. The Parties agree that the Confidential Information is to be considered confidential and proprietary to the Parties and shall hold for the same in confidence; shall not use the Confidential Information other than for the purposes of its business between the Parties; and shall not disclose, publish or otherwise reveal any of the Confidential Information to any other person or entity whatsoever except with the specific prior written authorization of both Parties. Confidential Information furnished in tangible form shall not be duplicated by the Parties except for purposes of this Agreement. Information disclosed between the Parties, under the terms of this Agreement, shall remain confidential for a period of one (1) year following the disclosure.
- Arbitration and Choice of Law:** All disputes, controversies, claims or differences which arise between the parties out of or in connection to this Agreement, including the scope and applicability of this arbitration clause, shall be finally settled under the rules of the American Arbitration Association by one arbitrator appointed in accordance with said

NSD/CES/REGISTRATION UNIT
2011 DEC 21 AM 3:46

rules. The place of the arbitration shall be London, United Kingdom. The interpretation, construction and legal effect of this Agreement, shall be determined by reference to, in the following order: (i) the language of the Agreement; (ii) the intention of the parties to the Agreement; and (iii) by reference to the laws of London, United Kingdom.

3. **Indemnification:** Patten agrees that neither BGR, and/or BGR Holding d/b/a BGR Group nor any of its affiliated companies, employees, directors, agents, representatives, shareholders, officers or controlling persons shall have any liability to Patten, his agents and representatives, or to third parties, resulting from any of the terms or provisions of this Agreement. Patten further agrees to defend, indemnify and hold harmless BGR, its employees, directors, agents, representatives, shareholders or controlling persons from any losses, claims, liability, damages, costs and expenses (including reasonable attorneys' fees and expenses as well as settlement costs) (collectively the "Claims") arising out of or related to the terms and provisions of this Agreement, unless such Claims were caused by the gross negligence or willful misconduct of BGR.

4. **Miscellaneous:** In performing the services specified herein, Patten will be acting as an independent contractor and will under no circumstances be considered an employee of BGR for any purpose (including, but not limited to, employment and income taxes, insurance, retirement and profit-sharing plans and death benefits). As an independent contractor, Patten shall bear all financial responsibility for Patten's activities; shall be responsible for maintaining Patten's own separate financial books, records and insurance; shall be responsible for and pay all federal, state and local payroll and withholding taxes, and shall indemnify and hold BGR harmless from any responsibility for said taxes, licenses, contributions required under federal and state unemployment insurance, social security and/or workmen's compensation.

Patten understands and acknowledges that as an independent contractor, Patten's performance of this Agreement is conditioned upon the performance by the Third Party and its collateral agreement with BGR. BGR will act in good faith and take all reasonable efforts to ensure the performance of these third parties; however, in the event that any of those third parties terminate their relationship with BGR or Patten's services otherwise become unnecessary, Patten shall have no recourse against BGR.

5. **Compliance:** In addition to all applicable U.K. and Georgian laws, Patten agrees to comply with all U.S. laws, including but not limited to, the Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§78dd-1, *et. seq.*, a U.S. law that prohibits payments to foreign officials for the purpose of obtaining or keeping business, the Foreign Agent Registration Act, the Lobbying Disclosure Act as amended, and the Honest Leadership and Open Government Act.

6. **Integration and Modification:** This document represents the entire agreement between the Parties. There are no promises, understandings, or agreements of any kind that relate to this Agreement other than those stated above. This Agreement may not be changed except in writing and signed by each party to be bound hereby.

MSD/CES/REGISTRATION UNIT
2011 DEC 02 AM 3:16

We look forward to working with you on this matter.

BGR Gabara, Ltd.

William S. Patten Jr.

Ivo Ilic Gabara
President

William S. Patten Jr.

Date

Date

MSD/CES/REGISTRATION UNIT
2011 DEC 21 AM 3:16