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OMB No. 1124-0003; Expires April 30, 2017

U.S. Department of Justice

Washington, DC 20530

Amendment to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents 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 1.5 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	2. Registration No.
Daniel J. Edelman, Inc.	3634

3. This amendment is filed to accomplish the following indicated purpose or purposes:

- ☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- ☐ To correct a deficiency in
  - ☐ Initial Statement
  - ☐ Supplemental Statement for the period ending _____
  - ☐ Other purpose *(specify)* _____
- ☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Finalized contract between Daniel J. Edelman, Inc. and White & Case LLP concerning work for The International Centre for Legal Protection (ICLP) on behalf of the Russian Federation.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. *(If space is insufficient, a full insert page must be used.)*

The contract was still in negotiation at the beginning of work when the original FARA registration was submitted. This amendment is to file the finalized and signed contract for the engagement.

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EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)	(Print or type name under each signature or provide electronic signature[1])	
March 13, 2017	/s/ Randall Corley	eSigned

[1] This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

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July 11, 2016

VIA E-MAIL

Rob Rehg

Daniel J. Edelman, Inc.

International Square

1875 Eye Street, NW Suite 900

Washington, DC 20006

Re: ***Hulley Enterprises Ltd., Yukos Universal Ltd., and Veteran Petroleum Ltd. v. The Russian Federation*, 1:14-cv-1996-ABJ (D.D.C.)**

Dear Mr. Rehg,

This letter ("Letter" or "Agreement"), when co-signed by you, will constitute an agreement between the Russian Federation (the "**Client**") and Daniel J. Edelman, Inc. d/b/a/ Edelman ("**Edelman**") for Edelman to provide public relations services in connection with the above-captioned litigation (the "**Case**"). White & Case LLP (the "**Firm**") acts only as counsel to, and on behalf of, the Client in the Case, and while the Firm directs Edelman's work, the Firm is not separately retaining Edelman for any other matters.

Scope of Work

Edelman shall commence work at the Firm's direction on the Client's behalf, effective May 1, 2016 through April 30, 2017, for public relations services solely as set forth in only Appendix A attached hereto and incorporated by reference herein. As reflected in Appendix A, Edelman shall provide communications support to the Firm in connection with various ongoing litigation proceedings involving the Client in the Case. In the event this letter expires without renewal, but the parties continue to perform, the terms and conditions of this letter shall govern until renewed or a new agreement is negotiated.

Fees

The Client agrees to compensate Edelman for services performed under this Agreement at the rates and amount set forth in Appendix A and under the terms set forth herein. At the end of each month, Edelman shall invoice the Firm the exact fees based upon the hours incurred in performing the services during that month. The Firm or the Client's written approval is required (e-mail acceptable), prior to Edelman exceeding $60,000 in fees in a given month. Edelman will also bill a charge equal to six percent (6%) of monthly fees for internal expenses. Internal expenses consist of local phone, fax, copier, postage, e-mail, internet/extranet charges and database administration costs. Unless specifically paid for by Client, Edelman does not perform

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any searches, including but not limited to, trademark, copyright or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party. Nothing herein shall prohibit or prevent Edelman from using materials that are obtained from third parties pursuant to limited licenses. This paragraph shall survive termination or expiration of this Agreement.

In addition to the above-described fees, the Client will reimburse Edelman for out-of-pocket, third-party vendor expenses, as well as reasonable travel and hotel expenses paid directly for services performed under this agreement. Travel time will not be reimbursed.

All fees and expenses are payable net from the Client in U.S. dollars. The Firm shall in no case bear any responsibility for any fees or expenses hereunder, including but not limited to the fees described above, or any taxes or levies in respect of such fees or expenses. The Firm will pay the invoices only when it receives payment from the Client.

Invoices

Edelman shall provide the Firm with monthly invoices made out to the Client setting forth (a) the hours worked during the previous month in connection with the Case and descriptions of such work and (b) any expenses reasonably incurred by Edelman in connection with the Case. All expenses must be supported by documentation. Edelman's fees and expenses will be included in the invoices of the Firm for payment by the Client. The Firm will promptly submit all invoices to Client for payment and will pay Edelman's fees and expenses only upon receiving payment from the Client. The Firm shall not be responsible for such payment unless first paid by the Client, and the Client will be solely responsible for payment of Edelman's fees and expenses.

Invoices are due on the invoice date, but will not be deemed late if paid within sixty (60) days. If Client is more than sixty (60) days late in paying any invoice, Edelman may, in its sole discretion, cease performing services until Client has paid all outstanding invoices. If the Client raises any questions or concerns, Edelman will address them directly with the Client. To the extent that Client disputes any invoice, Client must provide Edelman written notice of such dispute within thirty (30) days of the invoice date, or Client shall waive any claim with respect to such invoice.

Confidentiality

Edelman will interact with the Firm and the Client subject to any applicable procedural order in the Case of which the Firm and the Client have advised Edelman.

Except as may be required by law, regulation or judicial or administrative process, Edelman agrees to keep confidential any and all information related to the Case, including but not limited to information Edelman receives or ascertains directly or indirectly from the Firm and the Client and this Letter ("**Confidential Information**"). If Edelman receives any process seeking Confidential Information they will, to the extent legally permissible and reasonable, provide the Client and the Firm with notice of the process to permit them to object to production directly. Edelman will not use Confidential Information, any copies thereof or any information obtained from inspecting Confidential Information for any purpose other than as indicated in this Letter or, in coordination with the Firm and the Client, in connection with the Case or any judicial

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proceedings directly related to the Case. Edelman will not disclose to any natural person or legal or business entity the fact that Confidential Information has been made available to them, or, except as provided for herein, permit any natural person or legal or business entity to inspect the contents or subject matter of any Confidential Information without prior written permission from the Client or the Firm acting under the Client's authorization.

Edelman will, as provided for herein, notify the Firm if they learn that any Confidential Information has been used in a manner not provided for in this Letter, or Edelman receives service or attempted service of process to produce Confidential Information. Upon the Client's request, Edelman will return or destroy, at the option of the Client, all Confidential Information. Any oral Confidential Information shall continue to be subject to the terms of this agreement. To the extent that Edelman shares any of its confidential or proprietary information with the Firm and/or Client, the Firm and Client shall provide the same protections to Edelman's confidential or proprietary information that Edelman is obligated to provide to the Client's Confidential Information as set forth in this Letter.

No Conflict of Interest

By executing this letter agreement, Edelman certifies that it has no conflict of interest which is adverse with its undertaking hereunder resulting from past or present professional activities by Edelman, and Edelman agrees not to engage in future professional activities that may create such a conflict during the pendency of the Case.

Standard

Edelman shall prepare and carry out its role under this Agreement in a professional manner and with the care and skills of a competent professional. Edelman shall reasonably and promptly inform the Firm about any new information or developments relating to its services in connection with the Case of which they becomes aware.

Client represents and warrants that the materials and information it and/or the Firm provide to Edelman are accurate and complete and that it and/or the Firm is the owner or licensee of all intellectual property rights sufficient to enable Edelman to edit, reproduce and otherwise use, publish and distribute such materials in performing services hereunder. This paragraph shall survive termination or expiration of this Agreement. The parties to this Agreement acknowledge and understand that all materials developed in connection the services hereunder are to be reviewed and approved as consistent for use in the subject litigation by the Client and/or Firm prior to dissemination of such materials.

"NEITHER PARTY'S AGGREGATE LIABILITY TO ANY OTHER PARTY (i.e., Edelman to the Russian Federation or the Russian Federation's to Edelman) ARISING OUT OF, OR RELATING TO, THIS LETTER OF AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL EXCEED THE AMOUNT OF FEES PAYABLE BY CLIENT TO EDELMAN HEREUNDER. IN ADDITION, NEITHER PARTY SHALL BE LIABLE TO ANY PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES. This paragraph shall survive termination or expiration of this Agreement."

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This Letter shall be construed in accordance with the laws of the State of Delaware, regardless of any conflict of law rules.

* * *

If you agree to the foregoing, please indicate your acceptance of the terms herein by signing and returning a copy of this letter to us. We look forward to working with you.

Sincerely yours,

Carolyn B. Lamm
Partner
White & Case LLP

Solely as Counsel to and on behalf of the Russian Federation

T +1 202 626 3605

E clamm@whitecase.com

AGREED AND ACCEPTED:

Rob Rehg

Rob Rehg
For and on behalf of Daniel J. Edelman, Inc.

Date: July 13, 2016

Carolyn B. Lamm

Carolyn B. Lamm
Solely as Counsel to and on behalf of the Russian Federation

Date: July 11, 2016

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APPENDIX A

STATEMENT OF WORK

SCOPE OF SERVICES

Communications services and media relations concerning ongoing US litigation regarding Annulled Awards in Hulley Enterprises Limited, Veteran Petroleum Limited and Yukos Universal Limited v. Russian Federation.

Any items not contemplated herein will be considered outside the Scope of Services. If the Firm expands the Scope of Services, the amount required to perform the additional services will be agreed upon and an Addendum will be attached to the current Statement of Work.

MONTHLY BUDGET

Professional Fees (Not to Exceed):	**$60,000**
Internal Expenses (6%):	**$3,600**
Estimated Expenses:	**$[As Incurred]**
Monthly Total:	**$63,600 + TBD Expenses**

Client or Firm's written approval is required (e-mail acceptable), prior to Edelman exceeding the budget above.

TERMS

Fee Billing. At the end of each month, Edelman shall send an invoice for the exact fees based upon the hours incurred in performing the Services during that month. Such fees will be based upon Edelman's rate card ("Rate Card") as described below.

Expense Billing. Edelman shall invoice the actual out-of-pocket expense amount(s) at the end of the month on an as incurred basis.

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Invoices. Edelman will render invoices to include professional services detailed by person and expenses by category. Documentation for out-of-pocket expenses will be available upon request. Payment of the invoices will be due net thirty (30) days from the invoice date. All such invoices shall be addressed to:

Name:	Carolyn Lamm
Company Name:	White & Case LLP
Address:	701 13th St NW Ste A, Washington, DC 20005

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RATE CARD

Edelman/Washington, D.C.
FY16 Standard Hourly Billing Rates

CONFIDENTIAL

Title	Standard Hourly Rate
PRESIDENT	$625
EVP/MD/ GM	$500
EVP	$420
SVP	$350
VP	$310
SAS	$255
AS	$220
SAE	$190
AE	$175
AAE	$160
INTERN	$80
ADMIN	$80

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