

OMB NO. 1124-0004; Expires February 28, 2014

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 Harbour Group, LLC	2. Registration No. 5478
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3. Name of Foreign Principal Embassy of the United Arab Emirates

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.

The Harbour Group will receive payment from the Embassy of the United Arab Emirates for developing and managing a public diplomacy and communications program in the US for the United Arab Emirates. The objective of the program will be to improve the bilateral diplomatic, security and commercial relationships. The Harbour Group will bill the Embassy of the United Arab Emirates for hours worked.

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

The Harbour Group will provide communications consulting services related specifically to the implementation of a public diplomacy program on behalf of the Embassy of the United Arab Emirates.


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.

Activities will include efforts to influence US policy with respect to trade, bilateral relations, geopolitical issues, strategic issues, business and investment issues. These efforts will include meeting with government policy makers and opinion leaders, outreach to media, think tanks, business leaders, trade associations, experts, academia, etc. This will be achieved through the development and dissemination of informational materials, press releases, the internet, e-mail, pamphlets, letters, lectures, websites, meetings, student exchanges, visits, etc.

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
6/25/12	Richard Marcus, Managing Director	

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.

2303 N Street N.W. Suite 1200
Washington DC 20037 1122
T 202 295 8787
F 202 295 8799
www.harbourgrp.com



June 18, 2012

H.E. Omar Al Shamsi
Deputy Chief of Mission
The Embassy of the United Arab Emirates
International Drive
Washington DC

Your Excellency:

This agreement outlines the role, scope of work, and specific financial and billing terms of The Harbour Group ("THG") for the services specified below to be provided to the Embassy of the United Arab Emirates ("Embassy") that commenced on January 1, 2012 and will continue through December 31, 2014.

This engagement letter is an integral part of and should be read along with the attached "Legal Terms and Conditions."

Scope of Services

THG will assist and support the Embassy in the planning and ongoing implementation of a comprehensive public diplomacy and communications program to sustain and enhance public awareness and understanding of the UAE among US policymakers and opinion leaders.

THG will provide support for such specific program elements as:

- Design and execute public opinion research;
- Develop materials associated with overall Embassy communications, such as websites and social media platforms, speeches, white papers, briefing kits, issue updates and press releases;
- Advise on overall communications and public affairs strategy;
- Anticipate and advise on specific issues and urgent events;
- Design and conduct training sessions for Embassy and MOFA diplomats, and staff;
- Identify and plan speaking forums, conferences, seminars and briefings;
- Support Embassy outreach to and program management of partnerships with think tanks, non-governmental organizations, business associations, and other groups;
- Support cooperation with US Government officials and agencies, and third-parties on joint initiatives;
- Assist with Embassy media relations and outreach to traditional and online media outlets;
- Develop advertising and media plans as appropriate;
- Organize or support visits of UAE embassy officials and private delegations to US markets beyond Washington, D.C.;

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- Organize visits of UAE officials and private delegations to the US;
- Organize or support visits of US officials and private delegation to the UAE.

Personnel

The program will be directed and managed by Richard Mintz. Day-to-day account management will be provided by Matthew Triaca. THG will utilize THG staff and outside contractors as appropriate to support and manage the program.

Although Embassy protocol staff will be located in THG offices, the Embassy will be wholly responsible for managing, directing, compensating, and reviewing Embassy protocol staff. While THG personnel may support Embassy protocol staff on projects, Embassy staff will not appear on THG invoices.

Budget and Fees

To direct and implement the program, THG will invoice the Embassy no more than US\$5,000,000.00 per year. This budget will include all THG professional fees, expenses, legal and compliance costs as well as third-party payments as approved by the Embassy.

Any work beyond the scope of work outlined in this engagement letter will be negotiated and agreed separately and set forth in a separate engagement letter on a per project basis. No such additional work will begin without the prior written agreement of both parties.

THG professional fees will be invoiced at rates as detailed in the attached Schedule ("THG Professional Staff Rates"). THG may adjust these rates annually at the beginning of each calendar year.

Fee and expense payments are due within 30 days of the presentation of THG invoices to the Embassy. THG may add a one percent charge per month on outstanding balances longer than 60 days.

Expenses

Expenses will be invoiced monthly as incurred and will be listed on a category basis with supporting documentation. Expenses will include but not be limited to travel, third-party fees, event management and production, advertising, video production and distribution, press release distribution, website development and hosting, graphic design and printing and legal fees.

THG staff will book "business class" for international travel and "economy/coach class" for US domestic flights of less than four hours.

Any expense greater than \$5,000.00 must be approved in advance by the Embassy. When advance payments to third parties are required, the Embassy agrees to pay THG as soon as

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practically possible upon presentation to the Embassy of any such third-party invoice. For all third-party invoices being reimbursed by the Embassy, THG will provide pre-approved agreements and quotes between THG and its third-party vendor or program partner as supportive material for such expenses.

The Embassy will also reimburse THG for all reasonable expenses related to Embassy protocol staff use of THG offices. This includes but may not be limited to office space, IT support, telephones, and parking. THG will invoice for all estimated protocol-related expenses each January for the coming year. The Embassy must provide one-year advance notice to THG to terminate or change the protocol office status within THG's office.

Termination

Either party may amend or terminate this agreement with three-month advance written notice to the other party. During this notice period, the Embassy will still be obligated to THG for all professional fees, expenses, and third-party expenses necessary for the orderly wind-down of THG's work to support the Embassy. This would also include and fees or expenses agreed to by THG on the Embassy's behalf for vendors, subcontractors, and other third-parties.

THG reserves the right, at its sole discretion, not to commence or continue any services under this agreement if the Embassy fails to remit any payment due hereunder within the time frame specified herein. It is clearly understood and agreed that should THG exercise its right hereunder, THG will not be liable for any costs whatsoever (including without limitation, any cancellation fees or penalties) arising out of or resulting from THG's exercising such right.

Compliance

THG complies fully with US laws covering the representation of foreign governments and interests in the United States, specifically including the Foreign Agents Registration Act (FARA). Under FARA, THG activities that involve contacts with covered US persons must be publicly disclosed through regular filings with the US Department of Justice. FARA also requires public disclosure of contracts with and expenses on behalf of the foreign client that involve covered activities.

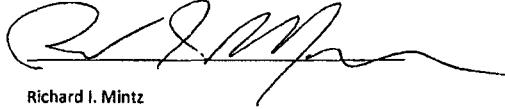
The Embassy agrees to pay THG a monthly fee of \$3,000.00 to offset FARA record keeping costs. Except where THG is demonstrated to have willfully violated FARA regulations and applicable law, the Embassy will reimburse THG for expenses related to FARA compliance including outside legal counsel and for any USG reviews or audits on activities covered under this agreement.

Please indicate your confirmation and acceptance of this agreement and all of its parts by signing in the space below and returning one original signed copy of this letter to THG.

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Agreed:

For The Harbour Group



Richard I. Mintz

For the Embassy of the U.A.E.



H.E. Omar Al Shamsi

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