

OMB No. 1124-0006; Expires April 30, 2017

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 The Harbour Group, LLC 1200 New Hampshire Avenue, #850, Washington, DC 20036	2. Registration No. 5478
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3. Name of Foreign Principal Government of Georgia (through Pillsbury Winthrop Shaw Pittman LLP)	4. Principal Address of Foreign Principal Government of Georgia Tbilisi, Georgia 0175 P. Ingorovka Str. N7
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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
 Administration of the Government of Georgia

b) Name and title of official with whom registrant deals
 Ms. Maya Tskitishvili, Head of the Administration of the Government of Georgia

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
 n/a

c) Principal aim
 n/a

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.

b) Is this foreign principal:

- | | | |
|--|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidiized in part by a foreign government, foreign political party, or other foreign principal | Yes <input 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.)


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
4-28-15	Richard Mintz, Managing Director	

OMB No. 1124-0004; Expires April 30, 2017

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 Government of Georgia (through Pillsbury Winthrop Shaw Pittman LLP)

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 attachment

FORM NSD-4
Revised 03/14

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

Registrant will provide communications consulting services relative to US-Georgia bilateral relations.


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 counseling and assisting the foreign principal in communicating with US policy makers, opinion leaders, media, business leaders, experts, academics, etc. This will be achieved through the development and dissemination of informational materials, press releases, Internet, email, pamphlets, letters, lectures, websites, and meetings.

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
4-28-15	Richard Mintz, 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.

Mr. Graham Wisner
Pillsbury Winthrop Shaw Pittman LLP
1200 Seventeenth Street, NW
Washington, DC 20036-3006

**PRIVILEGED AND CONFIDENTIAL
ATTORNEY WORK PRODUCT**

Dear Mr. Wisner:

We are pleased to submit for your acceptance terms of a professional services agreement between Pillsbury Winthrop Shaw Pittman LLP ("Pillsbury") and The Harbour Group ("Harbour Group") (together, the "Parties") in connection with your provision of legal advice to the Government of Georgia ("GOG").

1. Harbour Group agrees to provide communications and public relations services as an independent contractor to Pillsbury, as Pillsbury has requested in connection with its client GOG. The Parties understand and stipulate that Harbour Group is providing its services at the direction of Pillsbury in order to assist Pillsbury in providing legal and other services to GOG, and therefore some or all of Harbour Group's communications with Pillsbury or GOG and its work product are likely to be covered by the Attorney/Client Privilege and/or Work Product Privilege, and Harbour Group shall take all steps necessary to preserve such privileges, including keeping materials confidential as set out in this letter.
2. This contract is effective from April 1, 2015 to March 31, 2016. During the period of this agreement, Harbour Group will work under the direction of Pillsbury and in consultation with GOG to provide additional services: increase general support to Georgia within political and civil leadership in US; increase media coverage with a focus on foreign policy and political media outlets; produce and place media materials for publication; fulfill other relevant tasks assigned by GOG.
3. In consideration for the above described services, Harbour Group shall be paid a monthly fee of \$20,000. GOG shall be solely responsible for the payments to Harbour Group, though invoices will be directed through Pillsbury so that they may be reviewed by Pillsbury prior to payment by GOG. Pillsbury will not transfer payment to Harbour Group until the funds are received from the GOG. Harbour Group will issue invoices to Pillsbury by the 15th day of each month, for inclusion on that same month's invoice from Pillsbury to GOG. Pillsbury will transfer funds to Harbour Group within 15 days of receiving payment for each respective month from GOG.
4. Harbour Group will be entitled to bill to GOG all reasonable out-of-pocket expenses for items such as postage, delivery, and travel, separately, each month, but must obtain approval from Pillsbury for any expense over \$500.

5. Harbour Group represents that there is and will be no conflict of interest between its performance under this agreement and its engagement by others.
6. Harbour Group will comply with all requirements of the Foreign Agents Registration Act in carrying out its work under this Agreement, including registering its activities with the U.S. Department of Justice.
7. Harbour Group agrees that it will keep confidential and not release any information or documents transmitted to it pursuant to this engagement to any person without prior written authorization from Pillsbury or unless required to do so by law. In the event Harbour Group receives any court order, notice to produce documents, subpoenas or other compulsory process requiring it to disclose such information, Harbour Group will promptly notify Pillsbury so that it may have an opportunity to protect the interests of GOG in maintaining the confidentiality of the materials, and to take other steps reasonably necessary to preserve GOG's or Pillsbury's rights.
8. All notices, requests, demands, and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have duly been given if delivered personally or mailed, first class mail, postage prepaid, return receipt requested, or by any other express delivery technique calling for receipted delivery, as follows:

If to Harbour Group:

Mr. Richard Mintz
The Harbour Group
1200 New Hampshire, NW
Suite 850
Washington, D.C. 20036

If to Pillsbury:
Graham Wisner
Pillsbury Winthrop Shaw Pittman LLP
1200 Seventeenth Street, NW
Washington, DC 20036-3006

Changes to the billing or receiving addresses must be provided by notice in writing. All such notices, requests, demands and communications shall be deemed to have been received on the date of delivery or on the next business day if sent by a nationally recognized overnight courier service.

9. This Agreement constitutes the entire agreement between the Parties hereto and supercedes all prior agreements and understandings, oral and written, between the Parties hereto with respect to the subject matter contained herein.

10. The terms and conditions of this contract may not be altered, changed, or amended, except by mutual written agreement of Pillsbury and Harbour Group or as otherwise expressly provided for in this agreement.
11. This Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia. Any dispute will be settled under the commercial arbitration rules of the American Arbitration Association.
12. This agreement may be terminated without cause by either Harbour Group or Pillsbury upon receiving written notification at least 30 days prior to the intended date of termination, providing all fees and expenses have been paid in full through the 30 day termination period. In the event of termination of Pillsbury's prime contract with the Government of Georgia, this contract will terminate automatically. Upon the termination of this Agreement, this Agreement shall cease to have any further effect (except as pertains to the provisions of this Agreement which specifically survive its termination).
13. Harbour Group agrees that at the conclusion of its engagement on the matters described herein, it will deliver to Pillsbury all documents and materials that were provided to it and any materials prepared by it in connection with its work on the matters described herein. Alternatively, Harbour Group may destroy all such documents and materials at the conclusion of the contract if authorized by Pillsbury in advance, and if Harbour Group provides written confirmation of their destruction.
14. Harbour Group shall indemnify, protect, defend and hold harmless Pillsbury, its affiliates, members, employees, volunteers, consultants, agents and contractors (collectively, "Indemnitees") from and against any and all liability, claims, suits, demands, damages, judgments, costs, fines, penalties, interest and expenses (including reasonable counsel and other professional fees and disbursements incurred in any action or proceeding), to which the Indemnitees may be subject or suffer arising from, or in connection with, Harbour Group's breach of this Agreement, the negligence or willful misconduct of Harbour Group or any of its agents, contractors, subcontractors, servants or employees, any negligent errors or omissions in the performance by Harbour Group of the Services, or which otherwise arise by, through or under Harbour Group.
15. Pillsbury shall indemnify and hold Harbour Group harmless with respect to any claims or actions related to the Services and instituted by any third party which result from the gross negligence or willful misconduct of Pillsbury (as determined pursuant to paragraph 11 above).

Please signify your acceptance of this agreement by signing both copies and returning one to us.

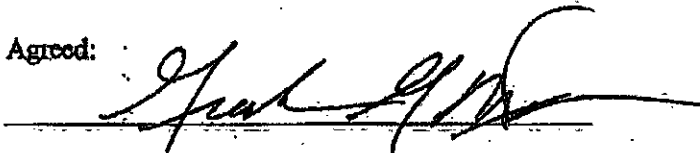
Sincerely,



For: The Harbour Group

4-27-15

Agreed:



For: Pillsbury Winthrop Shaw Pittman LLP

4/23/15