

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 Pillsbury Winthrop Shaw Pittman LLP Four Embarcadero Center, 22nd Floor San Francisco, CA 94111-5998	2. Registration No. 5198
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3. Name of Foreign Principal Government of Georgia	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 (<i>specify</i>) _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
 Chancellery of the Government of Georgia

b) Name and title of official with whom registrant deals
 Ms. Maya Tskitshvili, Head of Chancellery 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.

N/A

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.)*

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
April 24, 2015		/s/ Stephan E. Becker 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 Pillsbury Winthrop Shaw Pittman LLP	2. Registration No. 5198
3. Name of Foreign Principal Government of Georgia	

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.

Registrant is retained to provide the foreign principal with advice and assistance on U.S.-Georgia bilateral issues.

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

Registrant proposes to provide foreign principal with advice and assistance on U.S.-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.

Some of the Registrant's activities will include counseling and assisting the foreign principal in communicating with U.S. Executive and Legislative Branch officials concerning various U.S.-Georgia bilateral issues.

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
April 24, 2015	Stephan E. Becker, Partner	/s/ Stephan E. Becker 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.

Advisory Contract

This contract is made pursuant to the Article 1, Paragraph 31, Section (e) of Law of Georgia on State Procurement by and between the Administration of the Government of Georgia, represented by Ms. Maya Tskitishvili, Head of the Administration of the Government of Georgia (hereinafter referred as "the Client") and the Pillsbury Winthrop Shaw Pittman LLP represented by Mr. Graham Wisner, Senior Counsel (hereinafter referred as "the Firm").

WHEREAS, in consideration of the Services hereinafter stated, the Client is willing to hire the Firm to assist the Client with respect to supporting U.S.-Georgia bilateral relations and Georgia's NATO aspirations, communicating with the U.S. Government and Congress, supporting relations with media and opinion makers, facilitate arrangement of relevant events and meetings and educating U.S. about developments in Georgia, which includes but is not limited to services to be provided as listed on Appendix A.

The Firm is willing to render such services to the Client.

NOW THEREFORE, the parties agree as follows:

Article 1. Purpose of the Contract

The purpose of the Contract is to make available to the Client the Services (hereinafter referred as "the Services") by the firm as shown in the recital of this Contract and subsequently agreed to by the Client and Firm on an ongoing basis.

Article 2. Rights and Obligations of the Parties

2.1. The Firm:

2.1.1. shall render the Services in due time and of proper quality.

2.1.2. has to notify the Client regarding any conflict of interest that would interfere with its representation;

2.1.3. agrees not to disclose any confidential information obtained during the performance of the Services to anyone other than the Client without the specific written consent of the letter. This provision is valid at any time during or after the

duration of the Contract except when disclosure of such information is required by the law;

2.1.4. the Firm and its staff, in performing its obligations for the Client, shall at all times perform the Services by using all reasonable skill, care, due diligence and efficiency and shall carry out its professional obligations in accordance with the District of Columbia Rules of Professional Conduct;

2.1.5. the Firm is obliged to inform the Client immediately about any reasons and/or circumstances that could disrupt the timely and proper fulfillment of the "Services";

2.1.6. shall avoid any intentional behavior which will knowingly damage the Government of Georgia's reputation and interests.

2.1.7. The Firm will hire the Harbor Group as a subcontractor to provide additional media services to the Client.

2.2. The Client:

2.2.1. shall render payment to the Firm for the Services provided in accordance with article 4 of this Contract;

2.2.2. agrees that the Firm's representation in this matter will not preclude the Firm representing other clients whenever such representation can be undertaken consistent with applicable ethical and professional rules.

Article 3. Deliverables and Reports

The Firm shall submit:

3.1. a monthly report with detailed description of the completed activities during a reporting period. Monthly reports shall be submitted within 5 days after the end of a reporting period;

3.2. all deliverables produced (e.g. plans, speeches, action plans, publications) during a reporting period; deliverables should be submitted together with monthly reports;

3.3. a final report shall be submitted within 10 days after the end of the contract.

Article 4. Contract Term, Costs and Taxes

4.1. Monthly payment equal to USD 50 000 (fifty thousand U.S. dollars) shall be made by the Client to the Firm's bank account within 10 days after the Firm submits an invoice together with monthly reports and deliverables indicated in the article 3 of the contract.

4.2. Extra costs in excess of USD 500 (five hundred) including international and domestic travel, economy class tickets, standard room accommodation, taxis to and from airport and other expenses incurred by the firm require prior approval of the Client.

4.3. For the purposes of reimbursement of extra costs the Client may request submission of checks, receipts, bills, invoices or any other financial documents that may be used to certify the fulfillment of the Firm's contractual obligations. The Firm is obliged to keep above mentioned documents for the duration of the contract.

4.4. Taxes, which may be incurred by the Firm on payments made by the client for the Services rendered under this contract, shall be the responsibility of the Client for taxes incurred in Georgia and the responsibility of the Firm for taxes incurred outside of Georgia.

4.5. The Firm bears all the expenses connected with bank services on the territory of its country. The Client bears all expenses connected with bank services on the territory of Georgia.

Article 5. Force Majeure

Parties to the contract shall be released from responsibility for complete or partial non-performance of their obligations under the Contract should this non-performance be caused by such circumstances like flood, fire, other natural disaster, strikes, military operations, epidemics and other unforeseeable circumstances which are beyond the Party's control and if they have had a direct damaging effect on the execution of the contract. If any of these circumstances have affected directly to the timely execution of the Contract the term of liabilities execution will be postponed in proportion for the time period of the disruptive events. Parties are obliged to give a written notification regarding impending circumstances mentioned in this article.

Article 6. Revision of Contract Terms and Prices

6.1. Any changes in the nature or scope of the Services to be performed by the Firm for the Client pursuant to this Contract or any amendment in the terms of this Contract shall only be made in writing in the form of an addendum to this Contract. Such addendum shall be signed by the both Client and the Firm and shall be incorporated as part of this Contract by this reference.

Article 7. Termination of the Contract

7.1. The Contract can be terminated by either Party with one-month advance written notice or 15 day written notice in case any Party violates the terms of the Contract.

7.2. In the event of termination of the Contract, the Client shall compensate the firm for its fees incurred for the Services performed up to the effective date of termination in connection with the termination of the Contract.

Article 8. Dispute Resolution & Governing Law

8.1. This Contract shall be governed and construed in accordance with the Georgian Law.

8.2 The parties shall resolve matters of argument on the grounds of mutual agreement;

8.2. If such agreement cannot be reached, the dispute shall be resolved between the parties in the Court of Georgia, in accordance with the procedures stipulated by the provisions of the current legislation in Georgia.

Article 9. Non-fulfilment of the Agreement Terms

9.1. In case of improper fulfilment or non-fulfilment of the contract terms, the parties shall bear legal responsibility in compliance with the current legislation.

Article 10. Validity of the Contract and Special Conditions

10.1. This contract will be valid from April 1, 2015. The end date of the Contract is March 31, 2016. The parties may review the Contract for an additional time period as may be further agreed in writing.

10.2. The agreement is executed in English language in 3 (three) copies and each of them has the equal legal effect.

10.3. One copy of the agreement is sent to the Provider, and two are kept by the Client.

Article 11. Requisites of the Parties

„Client“	„Firm“
<p><i>The Administration of the Government of Georgia</i></p> <p>Tbilisi, Ingorokva St. #7</p> <p>The Treasury</p> <p>[Redacted]</p> <p>The Head of the Administration of the Government of Georgia</p> <p>[Signature]</p> 	<p><i>Pillsbury Winthrop Shaw Pittman LLP</i></p> <p>1200 Seventeenth Street NW</p> <p>Washington, DC 20036-3006</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>Beneficiary Name: Pillsbury Winthrop Shaw Pittman LLP</p> <p>[Redacted]</p> <p>Senior Counsel</p> <p>[Signature]</p> <p>/G. Wisner/</p>

Date: 23.04.15

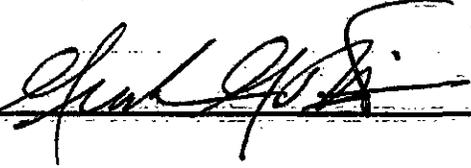
Date: 4/23/15

Appendix A: Scope of Work

The below services will be provided under this agreement by the Firm or its subcontractors:

- Assist the Government of Georgia in developing relationships with key groups in the United States, including:
 - Senior officials in the White House, U.S. State Department, Treasury Department, etc.
 - Members of Congress.
 - Other important stakeholders.
- Assist the Client in securing demonstrations of support for Georgia from the above groups, as well as deliverables on key agenda items.
- Monitor developments in Washington related to Georgia and provide reports to the Client.
- Provide strategic advice on foreign policy, diplomatic relations, and international public affairs to the Client.
- Review public material drafted by the Client or other Government agencies, such as reports, articles, etc.
- Support efforts to communicate developments in Georgia related to rule of law reform.
- Support planning for major events and initiatives, including the Silk Road Forum and the UN General Assembly.
- Support drafting of original content, including press releases, op-eds, letters, and speeches for the Administration of the Government of Georgia.
- Develop media strategy and conduct outreach to top-tier US media to build the Government's profile internationally.
- Provide regular consultations with Administration staff on all messaging, strategy, and event planning.
- Develop specific media outreach plans for domestic and international media.
- Provide guidance on positioning international news items and other content for Georgian and US audiences, with a focus on Administration's social media efforts.
- Guidance and support for the social media platforms. In consultation with Public Relations team, develop quarterly thematic schedules for PM activities, events in Georgia and abroad.

- Develop a study tour program for international journalists and other commentators to visit Georgia, meet with Government officials, and see the Government's progress first-hand.
- Develop an editorial calendar that charts key events in the bilateral relationship in order to maximize news coverage of various milestones.

The Head of the Administration of the Government of Georgia	Senior Counsel
	
/M. Tsiklischvili/ Date: 2014.15	/G. Wisner/ Date: 4/23/15

