

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 2300 N Street, NW, Suite 1200 Washington, DC 20037	2. Registration No. 5478
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3. Name of Foreign Principal Libyan National Transitional Council/Embassy of Libya	4. Principal Address of Foreign Principal 2600 Virginia Avenue, NW, Suite 705 Washington DC, 20037
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5. Indicate whether your foreign principal is one of the following:

Foreign government

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
Embassy of Libya to the United States

b) Name and title of official with whom registrant deals
Ambassador Ali Suleiman Aujali

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

c) Principal aim

Formerly CRM-157

FORM NSD-3
Revised 03/11

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
3-28-12	Richard Marcus, Managing Director	

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

3. Name of Foreign Principal

Libyan National Transitional Council/Embassy of Libya

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 attached contract

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 Libya.

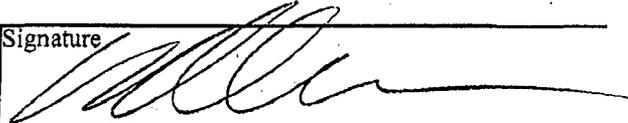
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

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 U.S. 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, 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.

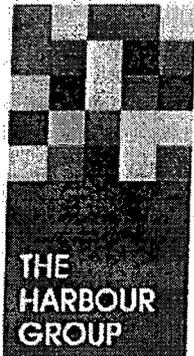
EXECUTION

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
3-28-12	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.

2300 N Street, NW Suite 1200
Washington, DC 20037-1122
T 202 295 8787
F 202 295 8799
www.harbourgrp.com



March 1, 2012

The Honorable Ali Aujali
Embassy of Libya
2600 Virginia Avenue, NW
Suite 705
Washington, DC 20037

Dear Ambassador,

The Harbour Group ("THG") is pleased to have been able to volunteer its services to the Libyan National Transitional Council and the Embassy of Libya ("Embassy") for the last year in its historic efforts to establish democracy in Libya and to build new and important bridges to the United States. We welcome the opportunity to respond to your request to present this scope of services and budget to support the Embassy of Libya's public diplomacy and communications efforts in 2012.

This engagement letter outlines the role, scope of work, and specific billing and financial terms of THG for the services specified below to be rendered to the Embassy that will commence on March 1, 2012 and continue on a month-to-month basis through December 31, 2012.

Scope of Services

THG will help to develop, manage and implement a communications and public outreach program to support the Embassy of Libya's efforts to: 1) strengthen the bilateral relationship between the US and Libya; 2) sustain US humanitarian, security, economic and nation-building assistance through and beyond Libya's transition to democracy; and 3) build confidence in commerce and investment in Libya.

THG efforts will include but not be limited to the:

- a) Preparation of communications materials such as speeches, press releases, op-eds and presentations;
- b) Outreach to media, experts and think tanks;
- c) Development of website content, social media platforms and other online activities; and
- d) Organization of briefings, delegation visits, Ambassador trips and conferences.

THG agrees to effectively and diligently perform services hereunder in accordance with sound professional standards and practices and to comply with all applicable laws. THG, to the extent consistent with the performance of obligations hereunder, shall be free to undertake activities when, where and how THG shall determine.

THG will comply with all applicable US laws requiring disclosure of its activities on behalf of foreign interests including but not limited to the Foreign Agent Registration Act (FARA).

1. Professional Fees

- (a) To implement this program, the THG professional fee will be fixed at US\$15,000.00 per month. The Embassy will be responsible for all expenses (see below).
- (b) The Embassy and THG can mutually agree to determine whether adjustments should be made to the scope of services and budget.
- (c) Payments on all invoices are due within 30 days.
- (d) Either party may amend or terminate this agreement with one-month advance written notice to the other party. During the one-month period, the Embassy will be obligated to THG for all professional fees, expenses and third-party expenses necessary for the orderly wind-down of the program as well as to any fees or expenses agreed to by THG on the Embassy's behalf for vendors, consultants, subcontractors or any other third parties.
- (e) 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 exercising such right.

2. Expenses

- (a) Expenses will be invoiced monthly as incurred. Expenses shall be listed on a category basis with supporting documentation. Expenses will include but not be limited to travel, third-party fees or obligations, events, video production and distribution, web design and hosting, printing, translation and legal fees.
- (b) All expenses of more than US\$1,000.00 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 practically possible upon presentation to the Embassy of any such third-party invoice.

3. Indemnification

- (a) The Embassy shall indemnify and hold THG harmless with respect to any claims or actions instituted by any third party which result from the use by THG of material furnished to THG by the Embassy or where material created by THG is substantially changed by the Embassy. Information or data obtained by THG from the Embassy to substantiate claims or statements released by THG on the Embassy's behalf shall be deemed to be "materials furnished to THG by the Embassy." This paragraph, insofar as it applies to work undertaken while this agreement is in effect, shall survive the termination of this agreement.
- (b) In the event of any proceeding against the Embassy by any regulatory agency, whether private or public, or in the event of any court action or self-regulatory action questioning, any materials prepared by or activities undertaken by THG on the Embassy's behalf or at its request, THG shall assist in the preparation of the defense of such action or proceeding and cooperate with the Embassy's attorneys. The Embassy will pay THG its usual hourly rates for time expended by THG on such assistance, and the Embassy will reimburse THG any out-of-pocket costs THG incurs in connection with any such action or proceeding.
- (c) THG agrees to indemnify and hold the Embassy harmless with respect to any claims or actions against the Embassy based on materials prepared by THG that have not been specifically approved by the Embassy. Such indemnity, however, shall be limited to claims covered by, and in an amount not exceeding, THG errors and omissions insurance policy in the amount of \$5 million.

4. Miscellaneous

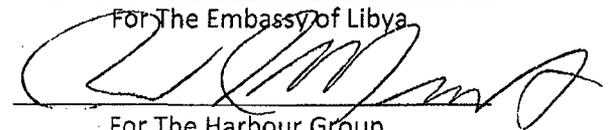
- (a) This Agreement contains the entire agreement and understanding between the parties and can be amended only by written agreement of the parties.
- (b) This agreement supersedes the previous agreement signed on April 4, 2011.
- (c) This agreement shall be governed by the laws of the District of Columbia.

Date:

2-29-12



For The Embassy of Libya



For The Harbour Group