

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.

<p>1. Name and Address of Registrant</p> <p>MARK STRATEGIES LLC 1901 N OAK ST 6-4, ARLINGTON, VA 22209</p>	<p>2. Registration No.</p> <p>6257</p>						
<p>3. Name of Foreign Principal</p> <p>EMBASSY OF THE REPUBLIC OF AZERBAIJAN</p>	<p>4. Principal Address of Foreign Principal</p> <p>2711 34TH ST NW, WASHINGTON, DC 20008</p>						
<p>5. Indicate whether your foreign principal is one of the following:</p> <p><input checked="" type="checkbox"/> Government of a foreign country¹</p> <p><input type="checkbox"/> Foreign political party</p> <p><input type="checkbox"/> Foreign or domestic organization: If either, check one of the following:</p> <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (specify) _____</td> </tr> </table> <p><input type="checkbox"/> Individual-State nationality</p>		<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) _____
<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) _____						
<p>6. If the foreign principal is a foreign government, state:</p> <p>a) Branch or agency represented by the registrant</p> <p>EMBASSY OF THE REPUBLIC OF AZERBAIJAN</p> <p>b) Name and title of official with whom registrant deals</p> <p>AMBASSADOR ELIN SULEYMANOV</p>							
<p>7. If the foreign principal is a foreign political party, state:</p> <p>a) Principal address</p> <p>b) Name and title of official with whom registrant deals</p> <p>c) Principal aim</p>							

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.

FORM NSD-3
Revised 03/14

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 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.)

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.

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
10/9/2014	ELIZABETH A. MAIR, PRESIDENT MAIR STRATEGIES LLC	

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 MAIR STRATEGIES LLC	2. Registration No. 6057
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3. Name of Foreign Principal
EMBASSY OF THE REPUBLIC OF AZERBAIJAN

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.

UNDER THE AGREEMENT BETWEEN REGISTRANT AND THE EMBASSY OF THE REPUBLIC OF AZERBAIJAN, REGISTRANT WILL PROVIDE PUBLIC RELATIONS SERVICES THROUGH APRIL 5, 2015 UNLESS TERMINATED/EXTENDED AS PROVIDED FOR IN OUR AGREEMENT. TO PROVIDE THOSE SERVICES, REGISTRANT WILL MAINTAIN RELATIONSHIPS AND COMMUNICATE WITH MEMBERS OF THE MEDIA, RESEARCH PRIORITY ISSUES AND TOPICS AFFECTING THE REPUBLIC OF AZERBAIJAN, AND UNDERTAKE RELATED WORK.

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 STRATEGIC COUNSEL TO THE EMBASSY OF THE REPUBLIC OF AZERBAIJAN WITH REGARD TO PUBLIC RELATIONS. REGISTRANT WILL ALSO ASSIST IN COMMUNICATING PRIORITY ISSUES RELEVANT TO THE REPUBLIC OF AZERBAIJAN TO RELEVANT AUDIENCES IN THE UNITED STATES, INCLUDING THROUGH MEDIA OUTLETS.

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.

THE PUBLIC RELATIONS ACTIVITIES DESCRIBED ABOVE WILL BE AIMED AT GARNERING NEWS COVERAGE THAT WILL BE SEEN BY AND IMPACT VARIOUS US GOVERNMENT OFFICIALS, AS WELL AS THE US GENERAL PUBLIC.

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
10/9/2011	ELIZABETH A. MAIR, PRESIDENT, MAIR STRATEGIES LLC	

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.



October 6, 2014

Dear Sir or Madam:

Mair Strategies LLC ("Mair") hereby agrees to provide to the Embassy of the Republic of Azerbaijan, located at 2741 34th Street NW, Washington, DC 20008 ("Azerbaijan") public relations consulting services (the "Services").

Term

This agreement shall be effective from and including October 6, 2014 and shall terminate on and including April 5, 2015, unless otherwise extended in writing, or terminated before that date by either Azerbaijan or Mair giving (i) 30 days' written notice to the other or (ii) written notice to the other party, in the event that a client conflict on the part of Mair develops or is reasonably anticipated ("Term").

Mair shall perform the Services beginning no later than October 16, 2014 or such earlier date as would be consistent with the Foreign Agents Registration Act ("FARA") and the regulations and official guidance implementing FARA throughout the Term of this agreement ("Services Period").

Azerbaijan shall review this engagement every six months after the date upon which you sign this letter.

Payment

During the Services Period, Azerbaijan shall pay Mair \$15,000.00 per calendar month, plus any expenses (which, should any individual expense exceed \$250.00, will only be billed to Azerbaijan where it has been pre-approved by an Azerbaijan representative in writing). Invoices will be submitted to Azerbaijan each month in arrears, together with approved expenses, and Azerbaijan shall pay each invoice within 30 days of receipt. Where Mair provides the Services to Azerbaijan for less than a full calendar month, fees will be pro-rated. In the event that an invoice remains outstanding and unpaid for longer than 45 days, Mair may, at its option, charge an additional \$250.00 payment processing fee. Payment shall be made by wire transfer.

Performance Standard

Mair agrees to perform the Services in accordance with generally accepted industry standards. Azerbaijan acknowledges that with respect to performance of these Services, Mair is subject to FARA and other applicable United States laws, and must comply with FARA and such laws.

Confidentiality

During the Term of this engagement and thereafter, Azerbaijan and Mair each agree to keep confidential and not to disclose to any third party any information of a proprietary or confidential nature concerning the other which is created or obtained from the other during the engagement and of which the relevant party was not aware prior to today's date. However, such obligations shall not apply where such information:

- (i) is or becomes available to the public or otherwise part of the public domain other than through breach of our agreement;
- (ii) is permitted to be disclosed by the relevant party or its representative in writing;
- (iii) is required to be disclosed by law, governmental authority or by judicial process; or
- (iv) is disclosed to attorneys, insurers, accountants, book keepers or similar professionals utilized by Mair.

Where such information is shared with third parties other than in the above circumstances, Azerbaijan and Mair shall remain responsible to each other for losses resulting from such third parties' failure to keep such information confidential or their disclosure of it.

Ownership of Material

Any studies, reports, opinions or other material, or otherwise, prepared by Mair for Azerbaijan under this agreement shall belong to and remain the property of Azerbaijan. However, ownership of any intellectual property or materials shall not transfer to Azerbaijan where such intellectual property or materials constitute:

- (i) Mair's trade secrets, know-how, processes, techniques, methods or similar information;
- (ii) data, including contact lists and trade or any other contact and/or resource information maintained or developed by or to which Mair or Mair's employees or contractors have access from time to time;
- (iii) Mair's copyrights, logos or trademarks;
- (iv) blog posts, articles, op-eds, Facebook posts, tweets, retweets, press releases, statements, interviews or similar items published, posted, issued, conducted or made by or with any individual or entity other than Azerbaijan;

- (v) communication or evidence of communication of any type with any individual or entity other than Azerbaijan; or
- (vi) any ideas, concepts, suggestions or similar information of general or prior application in Mair's business or by Elizabeth A. Mair,

the items listed at (i)-(vi) above being "Excluded Items." For avoidance of doubt, no right, title or interest of any kind in any Excluded Items shall vest in Azerbaijan.

Azerbaijan acknowledges and agrees that Mair will not share with or disclose to it contact information used in performance of the Services; furthermore, Azerbaijan acknowledges and agrees that Mair need not share with or disclose to it communication or evidence of communication with media Mair pitches or otherwise engages with.

Liability and insurance

Neither Azerbaijan nor Mair shall be liable to the other for any special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise). Mair's liability to Azerbaijan shall in no event exceed the aggregate amount of fees paid by Azerbaijan to Mair. Azerbaijan shall not be obliged to provide insurance under this agreement.

Assignment

Mair shall not assign this agreement or any portion of it without Azerbaijan's prior written consent.

Governing Law and Language

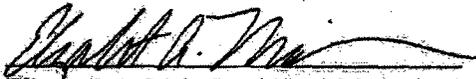
Our agreement shall be governed by the laws of the District of Columbia and the United States of America, and the language of the agreement shall be English.

Amendment

Our agreement may not be modified or amended except by an instrument in writing by both parties.

If any of the information in this letter is not consistent with your understanding of the agreement between Mair Strategies LLC and the Embassy of the Republic of Azerbaijan, please contact me before signing the letter. Otherwise, please sign and return to me one copy of this letter.

Very truly yours,



Elizabeth A. Mair, President Mair Strategies LLC
1401 N Oak Street G-4
Arlington, VA 22209
EIN: 45-2963838

Embassy of the Republic of Azerbaijan

I have read this letter and consent to it.

Signature:



Name and Title:

Elin Selezmanov, Ambassador

Date:

10/7/14