

**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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

**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 .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 Glover Park Group, LLC	2. Registration No. 5666
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3. Name of Foreign Principal National Security Council of Georgia
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Check Appropriate Boxes:

- 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.

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal. The registrant will provide public relations counsel to the principal regarding communications and media strategy targeted to the general public of the United States. The registrant will provide advice and support to the principal relating to their communications efforts directed towards executive and legislative branch officials of the US government.

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

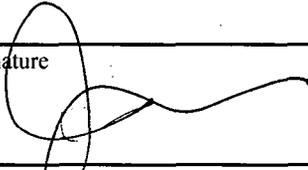
If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant will provide public relations counsel to the principal regarding communications and media strategy targeted to the general public of the United States. The registrant will provide advice and support to the principal relating to their communications efforts directed towards executive and legislative branch officials of the US government.

Date of Exhibit B  
5/4/09

Name and Title  
Joel Johnson, Managing Director

Signature



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.



THE GLOVER PARK GROUP

February 25, 2009

Tkeshelashvili Eka  
National Security Council of Georgia  
Ingorakva St. 7  
Tbilisi, Georgia

Dear Mrs. Tkeshelashvili:

This letter will serve as the formal Agreement under which The Glover Park Group LLC (GPG) will represent the National Security Council of Georgia (NSCG) as a government relations and communications consultant. The terms and conditions of the Agreement are stated below and supersede any prior terms and conditions.

1. GPG shall devote such time and effort in performance of its duties as may reasonably be requested by NSCG. GPG shall be available to meet with NSCG or its representatives on a regular basis.
2. In complete consideration for the services to be rendered under this Agreement, NSCG shall pay GPG a \$360,000 non-refundable fee, to be paid in four installments, due upon receipt of invoice, of \$90,000 each, for strategic communications and government relations work beginning on January 26, 2009, and ending on January 26, 2010; *provided* that the parties may renew this Agreement for an additional time period as may be further agreed in writing. GPG shall be responsible for invoicing NSCG.
3. NSCG shall reimburse GPG for out-of-pocket expenses related to travel outside of Washington, D.C. at cost as incurred, including travel undertaken to Tbilisi on behalf of the NSCG during the period January 26, 2009 through January 30, 2009. Out-of-pocket expenses related to travel outside of Washington must be approved by the NSCG before reimbursement.
4. GPG shall treat information relating to the activities of NSCG in these matters as private and confidential and shall not disclose such information to any other party unless asked to do so by NSCG, except as required by United States law and regulation (including Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act). This covenant shall survive the termination of this Agreement.
5. GPG shall:
  - 5.1 avoid any and all behaviour which might damage the Government of Georgia's reputation or which in any way might adversely affect the interests, reputation or assets of the Government of Georgia;
  - 5.2 perform or arrange Tasks as instructed by the NSCG and commits itself not to incur excessive or unjustified expenses during the execution process;
  - 5.3 hold all necessary negotiations and manage all arrangements necessary for performing Tasks;

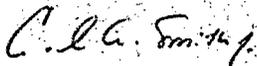
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- 5.4 inform NSCG of circumstances which may constrain GPG from immediately launching, executing or completing Tasks; also to inform NSCG of cases when the GPG fails to follow the Client's instructions.
6. GPG shall inform NSCG immediately if there are any contradictions between what GPG and what the embassy thinks needs to be done regarding GPG's Tasks.
  7. NSCG has the right to request immediate execution of Tasks by GPG and for GPG to follow NSCG's legitimate instructions, which serve the purpose of optimizing the performance of Tasks.
  8. GPG shall provide report of its activities upon expiration of this Agreement.
  9. It is understood and agreed that the operations of GPG are those of an independent contractor, and that GPG has the authority to control and direct the performance of the details of the services to be rendered and performed, and it is further agreed that GPG, its officers, and employees, are not employees of NSCG, and that GPG is not, except as herein provided, subject to control by NSCG.
  10. During the term of this Agreement and for a period of one year after its termination, NSCG will not for its purposes or on behalf of any party or any of its affiliates, employ, take away or attempt to employ or take away any GPG employee or contractor, unless NSCG has received the prior written approval of GPG.
  11. Notwithstanding the terms of this Agreement, either party may terminate this Agreement upon 30 days written notice to the other, with no further obligation other than to pay GPG such fees and expenses which would have accrued up to and through the 30-day notice period.

If the foregoing accurately reflects the understanding reached by GPG and NSCG, please sign this letter in the space indicated below and return an executed copy to Sara S. Abramson at GPG for our records.

Sincerely,



Carl A. Smith Jr.  
President & CEO

Agreed to and Accepted this \_\_\_\_ day of \_\_\_\_\_, 2009.

By: 

Eka Tkeshelashvili  
National Security Council of Georgia