

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 Glover Park Group 1025 F St. NW, 9th Floor Washington, DC 20004		2. Registration No.  5666						
3. Name of Foreign Principal Ministry of Finance and Economic Development Republic of Sierra Leone	4. Principal Address of Foreign Principal The Treasury Building George Street Freetown, Sierra Leone							
5. Indicate whether your foreign principal is one of the following:								
<input checked="" type="checkbox"/> Government of a foreign country <sup>1</sup> <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <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 (<i>specify</i>) _____</td> </tr> </table> <input type="checkbox"/> Individual-State nationality _____			<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> ) _____
<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> ) _____							
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant Ministry of Finance and Economic Development								
b) Name and title of official with whom registrant deals Mr. Kawusu Keabay, Director, Development Aid Coordination Office								
7. If the foreign principal is a foreign political party, state:								
a) Principal address								
b) Name and title of official with whom registrant deals								
c) Principal aim								

<sup>1</sup> "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"/> |
| Subsidized 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.)*

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
April 03, 2015	Joel Johnson, Managing Director	/s/ Joel Johnson <span style="float: right;">eSigned</span>

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 Glover Park Group

2. Registration No.

5666

3. Name of Foreign Principal

Ministry of Finance and Economic Development  
Republic of Sierra LeoneCheck 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 will seek to raise awareness of Sierra Leone's regional leadership role and promote U.S.-Sierra Leone bilateral relations.

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

Registrant will seek to raise awareness of Sierra Leone's regional leadership role and promote U.S.-Sierra Leone 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.

Registrant will undertake government relations and public affairs activities in order to raise awareness of Sierra Leone's regional leadership role and promote U.S.-Sierra Leone bilateral relations.

**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 03, 2015	Joel Johnson, Managing Director	/s/ Joel Johnson <span style="float: right;">eSigned</span>

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 logo for Glover Park Group (GPG) consists of the letters "GPG" in a bold, white, sans-serif font, centered within a dark gray rectangular box.

March 9, 2015

Dr. Kaifala Marah  
Ministry of Finance and Economic Development  
The Treasury Building  
George Street  
Freetown  
Republic of Sierra Leone

Dear Dr. Marah:

This letter will serve as the formal Letter of Agreement ("Agreement") under which The Glover Park Group, LLC ("GPG") will represent the Ministry of Finance and Economic Development, Republic of Sierra Leone ("Client"), as a government affairs and communications consultant. The terms and conditions of the Agreement are stated below and supersede any prior terms and conditions.

1. Advisory Duties. GPG shall devote such time and effort in performance of its duties as may reasonably be requested by Client. GPG will seek to raise awareness of Sierra Leone's regional leadership role and promote U.S.-Sierra Leone bilateral relations.
2. Term. GPG's duties under this Agreement shall commence on March 9, 2015 and continue until May 31, 2015; *provided* that the parties may renew this Agreement for an additional time period as may be further agreed.
3. Compensation. Invoices for the fees and expenses outlined below should be submitted to: Mr. Kawusu Kebbay, kawusukay@yahoo.co.uk
  - a. Project Fee. In complete consideration for the services to be rendered under this Agreement, Client shall pay GPG a total non-refundable fee of US\$50,000, to be paid in 2 installments. The payment of the first installment of US\$25,000 is due on or before March 31, 2015, provided that Client has received the corresponding invoice from GPG prior to March 31, 2015. The payment for the second installment of US\$25,000 is due by April 30, 2015, provided that Client has received the corresponding invoice from GPG prior to April 30, 2015.
  - b. Additional Fees. Client shall also pay GPG, upon receipt of invoices from GPG (i) for the costs of all approved production and research projects, such amounts based on the budgets set forth for such projects, (ii) for the costs of all approved website development, start-up and ongoing maintenance fees, such amounts based on the budgets set forth for such projects, and (iii) for all approved development, production, and placement of paid advertisements, the standard GPG commission on media buys, which commission is set forth at 15% of the gross media spend.

1025 F Street NW, 9th Floor  
Washington, DC 20004

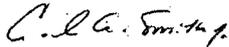
121 East 24th Street, 10th Floor  
New York, NY 10010

202.337.0808 | GPG.COM

- c. Expenses. Client shall pay GPG a client resource fee equal to 2% of the Project Fee set forth in 3.a. above to reimburse GPG for the following: (i) expenses for subscription-based or fee-based resources of news, business information and business or market data, and (ii) expenses such as long distance telephone and fax charges, photocopying and postage. The client resource fee shall be included on the invoices outlined in Section 3.a. above. Client shall reimburse GPG, upon receipt of invoice, for other out-of-pocket expenses, such as: travel, meals, accommodations, conference calls, international wire fees, courier and shipping at cost as incurred, and any sales and use taxes related to those out-of-pocket expenses. GPG shall reconcile out-of-pocket expenses incurred in the execution of its services under this Agreement each month and GPG shall submit monthly invoices to Client outlining any such expenses incurred.
4. Disclosure and Confidentiality. GPG shall treat information relating to the activities of Client in these matters as private and confidential and shall not disclose such information to any other party unless asked to do so by Client. This covenant shall survive the termination of this Agreement.
5. Independent Contractor Status. 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. It is further agreed that GPG, its officers, and employees are not employees of Client, and GPG is not, except as herein provided, subject to control by Client.
6. No Solicitation. During the term of this Agreement and for a period of one year after its termination, Client 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 Client has received the prior written approval of GPG provided, however that this shall not apply to responses by any GPG employee or contractor to any advertising or other marketing by Client which is not directly targeted to GPG employees or contractors.
7. Termination of Agreement. 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 for Client to pay GPG such fees and expenses which would have accrued up to and through the 30-day notice period.
8. Legal Filings. It is understood that GPG may be required to register under the Foreign Agents Registration Act (FARA) on behalf of Client and thereafter will be required to file the reports required by FARA, detailing its political activities on Client's behalf. It is further understood that GPG will comply with all Federal statutes, regulations and ethics rules, governing its activities on behalf of Client, with the United States Congress and Federal Executive Branch departments and agencies.
9. Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Signatures via facsimile or other electronic means are deemed to have the same force and effect as an original signature.

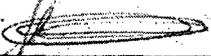
If the foregoing accurately reflects the understanding reached by GPG and Client, please sign this letter in the space indicated below and return an executed copy to Erin Arrison at GPG for our records.

Sincerely,



Carl A. Smith Jr.  
Chief Executive Officer

Agreed to and accepted this 25 day of March, 2015 by the following, an authorized representative on behalf of the Ministry of Finance and Economic Development, Republic of Sierra Leone.

By: 

Name: KAWUSU KEBE