

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. 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
GREGORY A. MANIATIS

2. Registration No.
5906

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.
SEE ATTACHED.

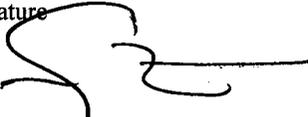
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.
SEE ATTACHED.

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.

SEE ATTACHED.

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Date of Exhibit B 2/15/10	Name and Title GREGORY A. MANIATIS	Signature 
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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.

January 29, 2010

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

Dear Mrs. Tkeshelashvili

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

1. Ithaca shall devote such time and effort in performance of its duties as may reasonably be requested by NSCG. Ithaca 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 Ithaca the net amount of \$270,000.00 (USD) excluding all Georgian taxes (a monthly, non-refundable fee of \$22,500.00 (USD)) for strategic communications and government relations work in the United States beginning on January 29, 2010 and ending on December 31, 2010; this fee includes all reasonable domestic (U.S.) expenses; it does not include expenses related to international travel (economy class flights, standard room accommodations, taxis to and from airport), which will be reimbursed separately by the NSC upon presentation of relevant receipts.
 3. Payment of the fee will be made in two installments: Half of the compensation (six months of fees) will be paid on January 31, 2010; the second half will be made on or before July 1, 2010. The parties may renew this Agreement for an additional time period as may be further agreed in writing.
 4. Ithaca 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. Ithaca shall 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; perform or arrange Tasks as instructed by the NSCG and commit itself not to incur excessive or unjustified expenses during the execution process; hold all necessary negotiations and manage all arrangements necessary for performing Tasks; inform NSCG of circumstances which may constrain Ithaca from immediately launching, executing or completing Tasks; also to inform NSCG of cases when the Ithaca fails to follow the Client's instructions.
 6. Ithaca shall provide report of its activities on a monthly basis.
 7. It is understood and agreed that the operations of Ithaca are those of an independent contractor, and that Ithaca 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 Ithaca is not, except as herein provided, subject to control by NSCG.
- B. 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 Ithaca such fees and expenses which would have accrued up to and through the 30-day notice period. Should this Agreement terminate prior to its normal expiration, any fees paid to Ithaca by NSCG that exceed the pro-rata share of earned fees apportioned on a daily basis up to the date of termination shall be refunded by the Ithaca to NSCG.

If the foregoing accurately reflects the understanding reached by Ithaca and NSCG, please sign this letter in the space indicated below.

Sincerely,

Gregory A. Mantalis
Ithaca

Agreed to and Accepted this _____ day of _____, 2010.

By: E. Tkeshelashvili

Eka Tkeshelashvili
National Security Council of Georgia

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U.S. DEPARTMENT OF JUSTICE

**EXHIBIT B TO REGISTRATION STATEMENT-- AMENDMENT
PURSUANT TO FOREIGN AGENTS REGISTRATION ACT OF 1938 AS AMENDED**

REGISTRANT: Gregory A. Maniatis REGISTRATION NO. 5906

INSERT—

Item 7

Describe fully the nature and method of performance of the above indicated agreement or understanding.

Under the renewed contract, I will be continuing to provide to the National Security Council of Georgia (NSCG) strategic communications advice, both with respect to content and methods of communication and outreach, assist in researching and drafting speeches, articles, op-ed articles and position papers; advise concerning use of three public relations and government relations firms in the U.S. which have contracted separately to provide advice and assistance to the NSCG; and coordinate the activities of those other firms.

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REGISTRANT: Gregory A. Maniatis REGISTRATION NO. 5906

**INSERT—
Item 8**

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

Within the U.S., under this new contract, I will continue to provide advice, by phone, e-mail, etc., to the National Security Council of Georgia (NSCG) regarding strategies for communicating their positions and views to the international community, concerning the policies and activities of the government of Georgia including foreign policy. This advice will be provided to key officials of the NSCG including the President and Foreign Minister, and to other officials as needed and requested by them.

I will be advising NSCG and these officials about formulating their message as well recommending particular means of communications and outreach, *e.g.*, op-eds, media appearances, distribution of position papers and the like. I will also be assisting NSCG in drafting op-ed articles, speeches and position papers to be disseminated or given by NSCG or particular NSCG officials; and will be coordinating the activities of three public/government relations firms that NSCG has retained in the U.S. .

U.S. DEPARTMENT OF JUSTICE

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REGISTRANT: Gregory A. Maniatis REGISTRATION NO. 5906

INSERT—

Item 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? 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 political activities within the meaning of the Act will continue, under this new contract to include efforts to promote and develop support generally for the foreign and domestic policies of the Government of Georgia, including Georgia's relations with Russia. The audience for these efforts includes the United States public and the United States Government.

The means to be employed to achieve this purpose are to assist the National Security Council of Georgia (NSCG) in formulating and implementing means to communicate the rationale and merits of the positions and policies of the Government of Georgia, including assistance with developing the content of such communications as well as advice and assistance in the implementation of such communications, including the provision of advice; assistance in the drafting and preparation of articles, speeches, op-ed articles and position papers; and coordinating the activities of three public/government relations firms that the NSCG has retained to provide advice and assistance in the U.S.

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