

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  Public Strategies, Inc.	2. Registration No.  5913
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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.

The registrant is providing media and public relations consulting to the National Security Council of Georgia with the goal of enhancing the reputation of the Republic of Georgia. The registrant meets regularly with the foreign principal to provide strategic advice and counsel.

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

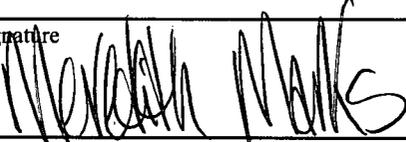
The registrant is providing media and public relations consulting to the National Security Council of Georgia with the goal of enhancing the reputation of the Republic of Georgia through the western media.

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 response to Question 8. The services performed for the foreign principal include occasional meetings with media representatives - and rarely, U.S. officials. Details of these contacts are included on Attachment A to the Amendment to Registration Statement.

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Date of Exhibit B	Name and Title	Signature
December 8, 2009	Meredith Marks, Chief Operating Officer	

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.

PUBLIC STRATEGIES INC

August 17, 2009

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

Dear Ms. Tkeshelashvili:

We look forward to working with you. So that Public Strategies, Inc. may immediately begin work, we would like to set forth in this Letter of Understanding the material terms of our engagement with the National Security Council of Georgia ("Client"). Further, we encourage you to review the guiding principles by which we conduct business which can be seen at <http://www.pstrategies.com/principles.php>.

Beginning as of August 17, 2009 and continuing until February 28, 2010 (the "Initial Term"), Public Strategies will serve as a consultant on an as needed basis to Client providing strategic advice and counsel relating to Client on public affairs issues. The parties may mutually agree to extend this Agreement, which extension may be via email. Either party may terminate Public Strategies' engagement at any time upon at least sixty (60) days advance written notice to the other party, which may be sent via email. For our consulting services, Public Strategies will receive in advance a consulting fee of \$27,000.00 (USD) for the period of August 17- August 31, 2009 and \$35,000.00 (USD) per month thereafter, commencing September 1, 2009. (Total cost of the contract shall thus be \$237,000.00 USD). In addition, \$33,000.00 (USD) shall be allocated for travel related expenses that may reasonably be incurred with the prior consent of Client. Travel related expenses may include coach airfare for trips (economy class ticket), lodging (standard room), cab fare to and from the airport, and business related meals while traveling on Client related business relating to the Services. The August and September fees shall be payable upon execution of this Agreement and all remaining monthly Consulting Fees shall be payable on the first (1<sup>st</sup>) day of each succeeding month. Invoices for travel expenses are payable within 30 days following the receipt of appropriate invoice. Public Strategies shall provide Client the report of its activities on a quarterly basis.

Public Strategies will maintain the confidential nature of Client's information subject to the provisions hereof (the "Confidential Information"). Except as otherwise provided in (i), (ii) or (iii), Public Strategies agrees: (a) not to disclose Confidential Information to any third party without the prior consent of Client; (b) to use such Confidential Information solely for the purpose of performing the Services; and (c) to restrict disclosure of Confidential Information to Public Strategies' employees and other persons performing services related to this Agreement with a need to know; unless (i) otherwise required by law; (ii) such information was in Public Strategies' or its contractors' possession at the time of disclosure by Client; or (iii) such information is or becomes available from a third party other than as a result of any wrongful disclosure by Public Strategies. Confidential Information shall remain the property of Client. Upon request by Client, Public Strategies shall return Confidential Information to Client; provided that Public Strategies shall be entitled to retain file copies of any materials prepared by it, which shall remain subject to the obligations herein. The obligations herein shall continue after the termination of this Agreement for an indefinite term unless otherwise agreed with Client.

During the Term of this Agreement and for a period of one year after its termination, Client shall not for its purposes or for the purposes of any third party: directly or indirectly through a separate legal entity (a) hire or solicit for hire, whether by employment or as an independent contractor, any person who is in the employment of Public Strategies or has been in the employment of Public Strategies since the effective date of this Agreement; or (b) enter into a contract or solicit such a contract with any employee or contractor of Public Strategies if such contract relates to the Services provided by Public Strategies under this Agreement. Such nonsolicitation obligations may be waived with the prior written consent of the Chief Operating Officer of Public Strategies.

98 San Jacinto Blvd., Suite 1200, Austin TX 78701  
Main: 512-474-8848 Fax: 512-474-0120  
[pstrategies.com](http://pstrategies.com)

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This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof and merges and supersedes all prior communications and writings, with respect thereof. No other promises or agreements of any kind have been made by any person or entity to cause the parties to sign this Agreement. No modifications or alterations of this Agreement shall be effective unless made in writing and signed by both parties.

If Client is in agreement with the terms generally set forth in this letter, please countersign a copy and return it to me along with a payment of Sixty Thousand Two Dollars (\$62,000.00 USD).

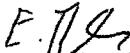
Again, we look forward to working with you. Please call me if you have any questions.

Yours Truly,



Jeff Eller  
President and CEO  
Public Strategies, Inc.

Agreed to and accepted by  
National Security Council of Georgia:



Name:

Title:

Date:

*E. Peshelashvili*  
*National Security Advisor*  
*1/18/09*

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**ADDENDUM TO THE AGREEMENT  
BETWEEN THE GOVERNMENT OF GEORGIA AND  
PUBLIC STRATEGIES INC OF  
August 17, 2009**

This addendum is concluded pursuant to the Agreement between the Government of Georgia and Public Strategies Inc. of August 17, 2009.

This addendum refers to the sentence of the Agreement which reads as follows:

In addition, \$33,000.00 (USD) shall be allocated for travel related expenses that may reasonably be incurred with the prior consent of Client.

This addendum contains the amendment to this sentence as follows:

In addition, \$8,000.00 (USD) shall be allocated for travel related expenses that may reasonably be incurred with the prior consent of Client.

This addendum to the agreement shall enter into force on October 31, 2009.

**SIGNATURES:**

**ON BEHALF OF THE  
GOVERNMENT OF GEORGIA**

Eka Tkeshelashvili

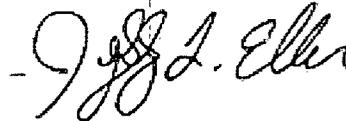
(name)



(signature)

**ON BEHALF OF PUBLIC  
STRATEGIES INC**

Jeff Eller



**DATE: 31 October 2009**

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