

REVISED

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 <i>THE LIVINGSTON GROUP, LLC</i>	2. Registration No. <i>#5356</i>
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3. Name of Foreign Principal

GREAT SOCIALIST PEOPLE'S LIBYAN ARAB JAMAHIRIYA

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 AGREEMENT.

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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.

SEE ATTACHMENT.

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 ATTACHMENT.

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Date of Exhibit B	Name and Title	Signature
5/27/09	J. ALLEN MARTIN PARTNER THE LIVINGSTON GROUP LLC	<i>J. Allen Martin</i>

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.

ATTACHMENT

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

Research and analyze issues of concern to the principal; counsel the principal on U.S. policies of concern, activities in Congress and the Executive branch, and developments on the U.S. political scene generally; and maintain contact, as necessary, with Members of Congress and their staff, Executive branch officials, and non-governmental organizations.

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.*

All of the activities listed in Item 8 will be undertaken in order to communicate information to the principal, as well as to communicate information about the principal and its issues of concern to interested persons in both the public and private sectors. At the request of the principal, meetings with Members of Congress and their staff, as well as with Executive branch officials, and non-governmental organizations may be arranged.



THE
LIVINGSTON
GROUP, L.L.C.

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May 19, 2009

His Excellency Ambassador Ali Aujali
Liaison Office
Great Socialist People's Libyan Arab Jamahiriya
2600 Virginia Avenue NW, Suite 705
Washington DC 20037

Dear Mr. Ambassador:

Pursuant to the discussions we have had to date, we are submitting for your approval the terms for renewal of the working agreement between the Great Socialist People's Libyan Arab Jamahiriya (hereinafter referred to as "the Client") and the Livingston Group, LLC. The terms of the agreement are as follow:

- This agreement will extend over a 12 month period between May 12, 2009 and terminating on May 11, 2010 unless either party provides the other with written notification of intent to terminate. This agreement may therefore be terminated by either party at any time with 30 days written notice without penalty. Fees to the Livingston Group in the amount of \$30,000 per month will be paid on a monthly basis by the Great Socialist People's Libyan Arab Jamahiriya.
- In exchange for these fees, The Livingston Group agrees to provide the client with government relations and consulting services.
- As mentioned above, the Client agrees to pay The Livingston Group, LLC retainer fees in the amount of US \$360,000 (three hundred sixty thousand dollars) for the contract period. Any additional large reimbursable expenses, ie: for travel to meet with the Client, shall be approved in advance by the Client. The Client shall make no retainer or other payments to The Livingston Group, LLC from federally appropriated funds or other funds from restricted or prohibited sources.
- Notwithstanding any provision in this Agreement, nothing herein shall be construed as preventing The Livingston Group, LLC from complying with applicable disclosure statutes, including the Lobby Disclosure Act and the Foreign Agents Registration Act.
- The Livingston Group, LLC agrees to abide by every applicable law or regulation covering government contracts for lobbying during the implementation of this agreement. The Livingston Group, LLC is an independent contractor, and, as such, has no authority to bind the Client in any manner whatsoever, absent the express written consent of the Client. The Livingston Group, LLC shall be solely responsible for the acts of its employees and/or agents and shall defend and hold the Client harmless from any claims which arise from said acts. The Livingston Group, LLC shall be responsible for notifying the Client of any potential conflicts between its representation of the Client and any other party.


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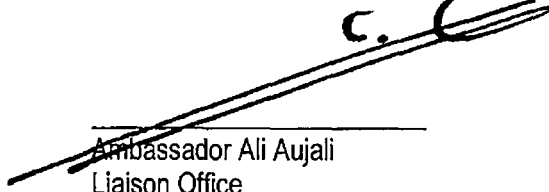
- The Client has no authority to bind the Livingston Group, LLC in any matter whatsoever, absent the express written consent of the Livingston Group, LLC. The Client shall be solely responsible for the acts of its employees and/or agents and shall defend and hold the Livingston Group, LLC harmless from any claims which arise from said acts.

I trust this accurately reflects the discussion we had. If you agree, please sign below and return one original to me.

Sincerely,

Agreed to and accepted by:


Robert L. Livingston
Founding Partner
The Livingston Group, LLC



Ambassador Ali Aujali
Liaison Office
Great Socialist People's Libyan Arab Jamahiriya