

Privacy Act Statement. 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. 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.

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, Criminal 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.

*Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant  The Glover Park Group LLC 3299 K Street NW, Suite 500 Washington, D.C. 20007	2. Registration No.  5666
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3. Name of foreign principal  Bloc - Yulia Tymoshenko (BYuT) (through TD International, LLC)	4. Principal address of foreign principal  Post Office Box 81, Kyiv, 01133 - Ukraine
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5. Indicate whether your foreign principal is one of the following:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<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 (specify): _____

Individual-State nationality \_\_\_\_\_

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CRIMINAL DIVISION

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.  
N/A

b) Name and title of official with whom registrant deals.  
N/A

7. If the foreign principal is a foreign political party, state:

a) Principal address.  
Post Office Box 81, Kyiv, 01133 - Ukraine

b) Name and title of official with whom registrant deals.  
Yulia Tymoshenko, Party Leader

c) Principal aim.  
Encouragement of democratic reforms, economic transparency and liberalization, and establishment of rule of law in Ukraine

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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

N/A

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"/>

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9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

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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.

N/A

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Date of Exhibit A	Name and Title	Signature
2/5/2007	Carl A. Smith, President and COO	

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**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.** 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. 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.

**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, Criminal 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 LLC	2. Registration No. 5666
3. Name of Foreign Principal Bloc - Yulia Tymoshenko (BYuT) (through TD International, LLC)	

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 agreement is between The Glover Park Group LLC and TD International, LLC. TD International, LLC has as a foreign principal Bloc - Yulia Tymoshenko. The Glover Park Group LLC works as a sub-contractor to TD International, LLC with respect to matters concerning Bloc - Yulia Tymoshenko. There is an overall professional service agreement between The Glover Park Group LLC and TD International, LLC which is attached. There is an oral agreement between The Glover Park Group LLC and TD International, LLC for this particular project. The terms for this particular project include a flat fee of \$30,000 plus reimbursement of expenses. When directed by TD International, LLC, the Registrant will make a written report of progress or will forward reports, articles or other such materials as may be relevant to the foreign principal.

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

Interface with U.S. Government officials, members of the media, business leaders and NGOs as directed by TD International, LLC with the objective of highlighting the platform and positions of Bloc - Yulia Tymoshenko (BYuT).

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.

Interface with U.S. Government officials, members of the media, business leaders and NGOs as directed by TD International, LLC with the objective of highlighting the platform and positions of Bloc - Yulia Tymoshenko (BYuT).

Date of Exhibit B	Name and Title	Signature
2/5/2007	Carl A. Smith, President and COO	

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.

# TD INTERNATIONAL, LLC

818 Eighteenth Street, N.W.  
Suite 900  
Washington, DC 20006

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into this 29th day of January, 2007, by and between TD International, LLC, a District of Columbia limited liability corporation organized under the laws of the District of Columbia ("TDI") and The Glover Park Group, a company that is located at 3299 K Street, NW, Suite #500, Washington, DC 20007 ("Consultant").

TDI is in the business of providing information and corporate consulting services to its clients. TDI desires to retain the services of Consultant and Consultant desires to provide said services to TDI under the terms, covenants and conditions set forth in this Agreement.

Therefore, in consideration of the foregoing, the mutual promises and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, Company and Consultant agree as follows:

### ARTICLE 1. SERVICES

The Consultant shall be retained to perform such services as TDI specifically determines to be desirable in carrying out the client assignments of TDI.

### ARTICLE 2. RELATIONSHIP BETWEEN THE PARTIES

Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties. Neither party has the authority to bind the other with respect to any third party or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in a writing signed by both parties hereto.

### ARTICLE 3. INTELLECTUAL PROPERTY

Intellectual Property. Consultant shall disclose promptly in writing to proper officials of TDI, and in any event no less than quarterly, the results and status of all research projects, software development projects, inventions, discoveries or improvements that have been or may hereafter be authored, made, conceived, discovered, or developed, in whole or in part, by Consultant, or by Consultant jointly with others, during the term of this Agreement, relating to or suggested by the business or research of TDI (the "Intellectual Property").

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TD INTERNATIONAL, LLC

Ownership. The parties stipulate and agree that all Intellectual Property is and shall be the sole and absolute property of TDI unless jointly agreed otherwise in writing. The parties further agree that all Intellectual Property that is within the subject matter of copyright shall be a "work for hire" under the Copyright Act, so TDI shall have full ownership of the works and components and all rights therein from the moment of creation. Should any work or component thereof not fall within the definition of "work for hire" under copyright law, Consultant hereby transfers and assigns, or if necessary will transfer and assign, to TDI full ownership of the copyright to the work or component thereof and all rights therein. Solely at TDI's expense, the Consultant will sign all applications and all other writings and perform all other acts necessary or convenient to carry out the terms of this Agreement.

#### **ARTICLE 4. CONFIDENTIALITY/NONDISCLOSURE/NONSOLICITATION**

4.1 Confidentiality/Nondisclosure. During the term of this Agreement, Consultant acknowledges that, as a consequence of a professional affiliation with TDI, the Consultant will be privy to information disclosed by and concerning TDI, its clients and third parties, or will develop such information on his own or from other sources, not generally known to the public or in the industry in which TDI is or may become engaged, about TDI, a TDI client, or a third party's business, personnel, organization, products, processes, services and business plans and activities, including information relating to, but not limited to, business concepts, ideas, applications, research, inventions, manufacture, projects, purchasing, accounting, engineering, legal, marketing, merchandising and selling. Hereinafter, this information shall be referred to collectively as "Confidential or Proprietary Information."

The Consultant acknowledges that Confidential or Proprietary Information is privileged, secret or confidential nature, whether or not patented or patentable, to which the Consultant would not otherwise have access. The Consultant shall hold Confidential or Proprietary Information in strict confidence and shall not use or disclose the same except as required by its obligations under this Agreement. Consultant agrees that after the date of this Agreement or any renewal thereof, Consultant will not on behalf of Consultant or any other person, firm, corporation or other entity, use Confidential or Proprietary Information. The Consultant shall not disclose the identity of the Company, or the existence of any project or work on behalf of the Company, without the express authority in writing by TDI. Further, Consultant agrees to return or destroy all copies of Confidential or Proprietary Information and derivatives thereof (e.g. notes or materials prepared in relation to confidential information) as instructed by the Company upon termination of this Agreement and/or upon written request by the Company.

4.2 Non-Solicitation. The Consultant shall not for a period of two (2) years after the termination of this Agreement directly or indirectly solicit, accept or provide services for TDI's clients.

#### **ARTICLE 5. PUBLICATION AND NEWS RELEASE**

No information developed in the performance of consulting services under this Agreement shall be published or divulged in any thesis, writing, public lecture, patent application and the like without prior submission of the manuscript or material to TDI for clearance. The Consultant agrees to be bound by the decision of TDI.

No news release (including photographs and films, public announcement or denial or confirmation of same, or interviews with the news media representatives) shall be made on any part of the subject matter of this Agreement or any phase of any program hereunder without the prior written consent of TDI.

## **ARTICLE 6. COMPLIANCE WITH LAW**

6.1 Local and U.S. Laws, Generally. The Consultant shall comply with all laws, statutes, regulations or ordinances of any legally constituted national, regional, state and local governments and any government agency that is applicable to the conduct of the consulting services that are the subject of this Agreement. Where there is an inconsistency between the laws of the United States and the laws of a foreign jurisdiction, Consultant shall defer to the laws of the United States. The Consultant shall take action, or refrain from any action, that may be required for unconditional compliance with governmental laws, statutes, regulations or ordinances.

6.2 Intellectual Property Laws. The Consultant shall not utilize the Confidential or Proprietary Information in a manner that reasonably could be expected to infringe upon the trademarks, service marks, copyrights, patents, trade secrets, or other intellectual property owned or held by any other party or violate the applicable privacy rights of any other party.

6.3 Foreign Corrupt Practices Act. Consultant warrants that none of its members, employees, or agents is an official, agent, or employee of any government, governmental agency, or political party or a candidate for any political office on the date of this Agreement. Consultant further covenants that it shall not, directly or indirectly, in the name of, on behalf of, or for the benefit of Consultant or TDI, offer, promise or authorize to pay any compensation to, in fact pay any compensation to, or give anything of value to, any official, agent, or employee of any government or governmental agency, any political party or officer, employee, or agent thereof, or any candidate for political office. Consultant covenants that it will take steps to require each of its members, employees and agents to comply with the provisions of this Section 6.3. Consultant hereby represents that it understands that a breach of this section will result in immediate termination of this Agreement and forfeiture of all amounts due to Consultant hereunder.

## **ARTICLE 7. GENERAL PROVISIONS**

7.1 Indemnification. Consultant agrees to defend, indemnify and hold TDI, its officers, directors, employees, successors and assigns harmless against all losses, damages or expenses of whatever form or nature, including actual attorneys' fees and other costs of legal defense, whether direct or indirect, which they, or any of them, may sustain or incur as a result of any acts or omissions of Consultant or any of the Consultant's employees, affiliates, or agents, including, but not limited to (i) breach of any of the provisions of this Agreement; (ii) negligence or other tortious conduct; (iii) representations or statements not specifically authorized by TDI herein or otherwise in writing; (iv) violation by the Consultant (or any of the Consultant's employees, affiliates, or agents) of any applicable law, regulation or order; and (v) claims by or on behalf of any of the Consultant's employees, affiliates, or agents for any reason.

7.2 Termination. The Term of this Agreement is from the Effective Date for a period of two years after the last project is terminated. Either party may terminate this Agreement for any reason or no reason, upon sixty (60) days prior written notice. Upon such termination and except as provided in Section 6.3, above, TDI shall pay Consultant all unpaid amounts due for services delivered or rendered prior to such termination.

7.2 Binding Effect. This Agreement, or any of the rights hereunder, shall not be assignable by Consultant or by any beneficiary or beneficiaries designated by Consultant.

7.3 Modification. No provision of this Agreement, including the provisions of this paragraph, may be modified, deleted or amended in any manner except by an agreement in writing executed by the parties hereto.

7.4 Severability. Each of the sections contained in this Agreement shall be enforceable independently of every other section in this Agreement, and the invalidity or non-enforceability of any section shall not invalidate or render unenforceable any other section contained herein. If any section or provision in a section is found invalid or unenforceable, it is the intent of the parties that a court of competent jurisdiction shall reform the section or provisions to produce its nearest enforceable economic equivalent.

7.5 Waiver. Waiver of any breach of this Agreement by either TDI or Consultant shall not constitute a waiver of any subsequent breach by any party.

7.6 Notices. Any notice required to be given under this Agreement shall be sufficient if in writing and sent by mail to the principal offices of TDI, if such notice is to TDI, or to the last known address of Consultant, if such notice is to Consultant.

7.7 Taxes. Consultant is responsible for all federal, state or local taxes.

7.8 Headings. The underlined headings herein are for convenience only and shall not affect the interpretation of this Agreement.

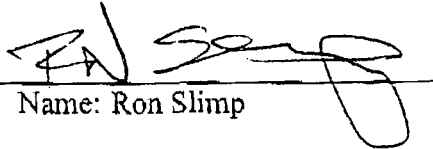
7.9 Entire Agreement. This Agreement and any written amendments hereof executed by the parties to this Agreement, constitutes the entire Agreement, and supersedes all prior agreements and understandings, oral or written, among the parties to this Agreement.

7.10 Governing Law. This Agreement shall be construed in accordance with, and its performance shall be governed by, the laws of the District of Columbia.

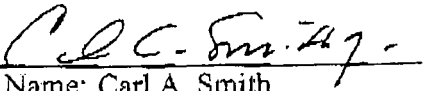


IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by a duly authorized officer, and the Consultant has executed this Agreement, as of 30 Jan. 2007.

**TD INTERNATIONAL, LLC**

By:   
Name: Ron Slimp

**THE GLOVER PARK GROUP**

By:   
Name: Carl A. Smith  
President and Chief Operating Officer  
The Glover Park Group

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