

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 MARK SAYLOR COMPANY, LLC	2. Registration No. 5827
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3. Name of Foreign Principal GOVERNMENT OF THE REPUBLIC OF SOUTH OSSETIA
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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.

PER THE REVISED CONTRACT, SAYLOR COMPANY WILL CONTINUE TO PROVIDE FOREIGN PRINCIPAL WITH PUBLIC RELATIONS COUNSEL AND SERVICES.

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

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.

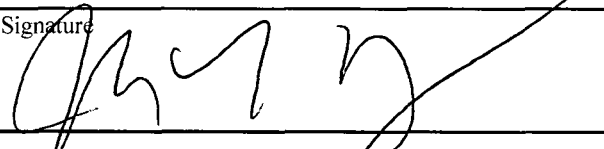
THE REGISTRANT'S ACTIVITIES MAY INCLUDE COMMUNICATIONS ON BEHALF OF THE FOREIGN PRINCIPAL WITH MEMBERS OF THE MEDIA.

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Date of Exhibit B  
MAY 10, 2010

Name and Title  
MARK SAYLOR, PRESIDENT

Signature



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.

# SAYLOR COMPANY

## PUBLIC RELATIONS COUNSEL

May 8, 2010

Mr. David Sanakoev  
Commissioner for Human Rights  
Republic of South Ossetia  
Tskhinval, South Ossetia

Dear Mr. Sanakoev,

This letter, when accepted by you on behalf of the Republic of South Ossetia ("Client") will amend the previous contract with Mark Saylor Company LLC, a California entity ("Saylor Company"), on the following terms and conditions:

Client enters into an amended engagement with Saylor Company to provide communications counsel, public relations, and public affairs services, beginning May 5, 2010 and effective for one year. After six months, either party can cancel this agreement with 30 days notice. When signed, this will represent the termination of our previous contract that ran from July 17, 2009 to July 17, 2010.

Those services include helping the Republic of South Ossetia:

- Explain Georgia's long history of aggression towards South Ossetia, in spite of its history of independence, its ethnically distinct population, and its economic, historical and political autonomy.
- Counter the expensive and aggressive information war conducted by Georgia and her allies against South Ossetia, including efforts to deny South Ossetia's rightful status as an independent nation in the international domain.
- Call attention to the continued refusal of Georgian leaders to renounce violence against the citizens of South Ossetia.
- Underscore the importance of maintaining a close relationship with the Russian Federation, including the need for a Russian military presence within the borders of the Republic of South Ossetia, to protect the Republic from military aggression.
- Provide the world with a greater understanding of the rich and unique history and culture of South Ossetia.
- Promote in the news media and among other audiences official recognition by the U.S. and other countries of South Ossetia's independent status.
- Describe the steps South Ossetia has taken to build its democracy, including the holding of free elections, the establishment of a legal system, the building of a strong economy, and promotion and observance of human rights.
- Highlight the efforts the South Ossetian government has made to ensure its independence.
- Discuss efforts by South Ossetia to integrate itself into the global community, through official and unofficial ties with governments such as Russia and Nicaragua and the opening of its borders to trade and investment.

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# SAYLOR COMPANY

## PUBLIC RELATIONS COUNSEL

- Provide leaders of the Republic of South Ossetia with counsel and support for their public relations and public affairs activities in South Ossetia and elsewhere.

Client shall pay Saylor Company a \$10,000 retainer and \$25,000 for the May 5-June 5 services. Fees will be billed monthly and will cover all expenses unless agreed otherwise. The retainer will be applied against time charges and expenses. Saylor Company's time charges will be billed at the hourly rate range of \$165 to \$550, depending on the person performing the services. Charges are computed on a portal-to-portal basis for any travel time for meetings held outside of Saylor Company's offices. Time is billed by Saylor Company in increments of one-quarter of an hour. Client's obligation to pay Saylor Company for time charged is not contingent upon obtaining any particular result(s).

If you require additional work that would exceed the US\$25,000 monthly fee for time and expenses, we will discuss those needs on a project-by-project basis and agree on a budget prior to our beginning any work.

Saylor Company has found that first-hand knowledge of the situation on the ground is extremely helpful in providing media and public affairs services to any government. Accordingly, we believe it would be beneficial to your Government if we able to visit South Ossetia at least once during the term of this contract. While important, Saylor Company acknowledges that this visit needs to be optional in consideration of budget issues. In that regard, the parties will consider the benefits of the visit from time to time during the term of the contract. If it is mutually determined by the parties that such a visit would prove beneficial and productive, Saylor Company will present Client with a proposal outlining costs for the visit and will make the visit only upon Client approval and receipt of funds to cover the trip.

As of April 31, 2010, Saylor Company is owed expenses of US\$27,836.00 from the previous contract. Under that contract, those expenses were not covered by the monthly fees and accordingly, will be carried over into this contract and paid in full upon your signing this document.

Saylor Company shall resume work on behalf of your Government upon completion of this document and receipt of \$62,836, which includes, as outlined above, the \$10,000 retainer, \$25,000 for May- June services and \$27,836 in expenses from the previous contract.

Please review our invoices each month upon receipt. If you have any questions, please feel free to call. However, unless you make some objection to Saylor Company in writing within ten (10) days of the invoice date, it will be presumed that you have no objections to it and agree to the reasonableness of the invoice. Payment is due within 15 days of the invoice date, without regard to whether you have made some objection. If payment is not received by the 15<sup>th</sup> of each month, we will discontinue work until the funds are transferred to our bank.

All provisions of this letter relating to the payment of fees and expenses and indemnification will survive any termination of the engagement by either party.

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**SAYLOR COMPANY**

**PUBLIC RELATIONS COUNSEL**

In the event any employee of Saylor Company, at any time, is required or requested to participate or provide testimony, documents or other evidence in any action, arbitration or other proceeding relating, directly or indirectly, to our engagement, whether or not our engagement has been terminated, the Client shall pay Saylor Company for the time spent in preparing for and providing such participation or testimony, at Saylor Company's then standard billing rates, and for any costs and expenses, including attorneys fees, incurred in connection therewith.

Client agrees to indemnify and hold harmless Saylor Company, its shareholders, officers, directors, employees and agents (each such entity or person being referred to as an "Indemnified Person") from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorney's fees) which any Indemnified Person may be subject to or incur in connection with the services rendered by Saylor Company to Client. This paragraph shall not apply to any such losses, claims, damages, liabilities, costs or expenses of any Indemnified Person that are judicially determined to have resulted from Saylor Company's or such other Indemnified Person's gross negligence or willful misconduct.

Each of the parties hereto agrees to keep this letter agreement, and the terms and conditions hereof, including billing statements and time sheets, strictly confidential, except only as may be necessary to enforce this letter or as required under U.S. disclosure laws.


Any controversy, claim or dispute relating to this letter agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association pursuant to an arbitration conducted in Los Angeles County, California. Judgment upon such arbitration may be entered in any court having jurisdiction thereof. If an action is commenced to enforce any provision of this letter agreement, the prevailing party shall be entitled to reasonable attorney fees.

This letter agreement shall be interpreted and enforced in accordance with the substantive internal laws of the State of California applicable to contracts made and to be performed therein, without regard to conflicts of laws principles.

AGREED TO AND ACCEPTED THIS

8 DAY OF May  
"Client" 

David Sanakoev  
Republic of South Ossetia

  
Mark Saylor  
President  
Saylor Company

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