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OMB No. 1124-0004; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

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. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for 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 the 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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://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: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 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, FARA Unit, Counterintelligence and Export Control 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	2. Registration Number
The Glover Park Group, LLC	5666

3. Name of Foreign Principal

Government of the Republic of Cote d'Ivoire (On Behalf of JWI LLC)

Check Appropriate Box:

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. What is the date of the contract or agreement with the foreign principal? 11/7/2019

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

The registrant agrees to provide advocacy services on behalf of Cote d'Ivoire in coordination with the Embassy of Cote d'Ivoire with respect to the US Government, media, commercial organizations, and other influential bodies in Washington.

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

Registrant may provide advocacy services on behalf of the government of Cote d'Ivoire with respect to the US Government, media, commercial organizations, and other influential bodies in Washington.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

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 response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation or dissemination of informational materials.

Some of the registrant's activities may include contact with the USG as well as public relations efforts

11. Prior to the date of registration[2] for this foreign principal did the registrant engage in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

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12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, did the registrant receive from the foreign principal any contribution, income, money, or thing of value either as compensation on, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

Total

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, did the registrant spend or disburse any money in furtherance of or in connection with its activities on behalf of the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	To Whom	Purpose	Amount

1 "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.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name		Signature	
September 17, 202	Joel Johnson	Sign	/s/ Joel Johnson	eSigned
		Sign		
		Sign		
		Sign		

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GPG

November 7, 2019

Charles E. Waterman
Chief Executive Officer
Jefferson Waterman International, LLC
Watergate South, Suite 1019
700 New Hampshire Avenue, NW
Washington, DC 20037

RE: CONTRACT AMENDMENT #1 TO AGREEMENT DATED SEPTEMBER 4, 2019

Dear Mr. Waterman:

The purpose of this letter is to amend the terms of the Letter of Agreement dated September 4, 2019 ("Agreement") between The Glover Park Group, LLC ("GPG") and Jefferson Waterman International, LLC ("JWI") (the "Agreement").

Terms of service

We mutually agree to continue our services beyond the scope and term of our Agreement. This contract amendment ("Amendment #1") involves our performing further professional services for JWI through November 4, 2020. This Amendment #1 shall be effective as of November 5, 2019.

Rights under Agreement

All rights and obligations of both parties under the Agreement shall remain in full force and effect, except as explicitly modified or amended in this Amendment #1.

Modifications to Agreement

Section 2 of the Agreement, "Term", shall be replaced with the following:

> GPG's duties under this Agreement shall commence on November 5, 2019 and continue until November 4, 2020; *provided* that the parties may renew this Agreement for an additional time period as may be further agreed.

Section 3(a) of the Agreement, "Project Fees", shall be replaced with the following:

a. In complete consideration for the services to be rendered under this Agreement, JWI shall pay GPG a total fee of $300,000, upon receipt of invoice, in two installments of $150,000. First installment of $150,000 shall be billed upon commencement and second installment shall be billed in May 2020.

Section 3(c) of the Agreement, "Expenses", shall remain the same. As such, JWI shall also pay GPG a technology and client resource fee of $6,000 (2% of the aforementioned Project Fee) to reimburse GPG for the following expenses as it pertains to the services provided to JWI: (i) secure content management, (ii) client collaboration platforms, (iii) secure messaging and distribution groups, (iv) event management platform, (v) secure teleconferencing and web services and (iv) expenses for subscription-based or fee-based resources of news, business information and business or market data. JWI shall reimburse GPG for other out-of-pocket expenses, such as: travel, meals, accommodations, conference calls, international wire fees, courier and shipping at cost as incurred, and any sales and use taxes related to those-out-of-pocket expenses.

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We appreciate this opportunity to continue to serve you. Please do not hesitate to contact me to discuss any of the matters referred to above or to request any additional information you may need. To accept the terms of this Amendment #1, please sign below and return an executed copy of this letter to Andrew Wahlgren at our office.

Sincerely,

Michele Soho
Chief Operating Officer

Read, agreed to and accepted this on behalf of ***Jefferson Waterman International, LLC***

By: _____

Name: CHARLES WATERMAN

Date: 11/15/2019

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