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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**  
**Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): June 29, 2005**

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**BlastGard International, Inc.**

(Exact name of registrant as specified in its charter)

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**Colorado**  
(State or other jurisdiction  
of incorporation)

**333-47294**  
(Commission File Number)

**84-1506325**  
(IRS Employer  
Identification No.)

**12900 Automobile Blvd., Suite D, Clearwater, Florida**  
(Address of principal executive offices)

**33762**  
(Zip Code)

**Registrant's telephone number, including area code: (727) 592-9400**

(Former name or former address, if changed since last report.)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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### **Item 1.01 Entry into a Material Definitive Agreement**

On June 29, 2005, we entered into an agreement with The November Group, Ltd., headquartered in Annapolis, Maryland, engaging The November Group Ltd. to serve as an advisor to render strategic and consulting services to us, primarily in connection with the commercialization of our proprietary BlastGard technology.

As outlined in the agreement, the services to be provided to us by The November Group, Ltd. are as follows:

- (1) work with us to develop and assist in the implementation of a market penetration strategy in order to enable us to meet our objectives with respect to the U.S. marketplace;
- (2) assist us in developing and sustaining a systematic effort to bring BlastGard technology to the attention of key decision-makers in the Department of Defense, the Department of Homeland Security, New York City Police, Fire and Emergency Services, FBI and other Police/Fire Organizations in the USA;
- (3) provide assistance in identifying and developing teaming or partnering opportunities; and
- (4) perform such other services to us as mutually agreed upon.

The term of the agreement is 36 months. The agreement may be terminated by either party at any time, with or without cause, by delivery of written notice of termination by the terminating party to the non-terminating party. The termination date shall be effective 60 days after receipt of said written notice of termination.

We agreed to compensate The November Group, Ltd. by issuing to it 100,000 shares of restricted common stock. We also agreed to reimburse The November Group, Ltd. for all reasonable out-of-pocket expenses.

We agreed to pay to The November Group, Ltd. a fee equal to 6% of Net Revenue (as defined below) actually paid to us by new clients or other persons (each, a "Third Party") directly introduced by The November Group, Ltd. We also agreed to pay a fee equal to 2.5% of Net Revenue actually paid to us by any Third Party that was not introduced by The November Group, Ltd., if we request in writing The November Group, Ltd.'s participation with such relationship, and The November Group, Ltd. in fact agrees to and does participate in such relationship. The term "Net Revenue" shall mean revenue actually received by us from Third Parties in respect of sales of our products and/or services, or license fees, net of taxes payable by us with respect to such amounts and all direct costs incurred by us in generating such revenue.

A copy of the agreement with The November Group, Ltd. is attached as an exhibit to this report and is incorporated by reference herein.

Contemporaneously with the engagement of The November Group, Ltd., Howard Safir, a principal of The November Group, Ltd., became a director of our company, as further describe under Item 5.02, below.

**Item 3.02. Unregistered Sales of Equity Securities.**

Pursuant the agreement with The November Group, Ltd., which is described above under Item 1.01, the Company issued 100,000 shares of restricted common stock to The November Group, Ltd. The Company believes this transaction was exempt from registration under Section 4(2) and Section 4(6) of the Securities Act of 1933 and/or Rule 506 of Regulation D. The transaction did not involve a public offering, no sales commissions were paid, and a restrictive legend was placed on the certificate evidencing the shares.

**Item 5.02. Departure of Directors or principal Officers; Election of Directors; Appointment of Principal Officers**

New Board Member

On June 29, 2005, contemporaneously with the engagement of The November Group, Ltd., as describe under Item 1.01 above, Howard Safir was appointed to fill a vacancy on the board or directors.

Since December 2001 Mr. Safir has been Chairman and Chief Executive Officer of SafirRosetti, an investigative and security firm owned by Omnicom Group, Inc. Since May 2003, Mr., Safir has been Chief Executive Officer and a director of The November Group, Ltd. Prior to December 2001, Mr. Safir was Vice Chairman of IPSA International, a provider of investigative and security consulting services. From 1996 to 2000, Mr. Safir served as the 39th Police Commissioner of New York City. Mr. Safir began his law enforcement career in 1965 as a special agent assigned to the New York office of the Federal Bureau of Narcotics, a forerunner of the Drug Enforcement Administration (DEA). From 1977 to 1978, Mr. Safir served as Assistant Director of the DEA. In 1994, Mr. Safir became New York City's 29th Fire Commissioner. Mr. Safir received his B.A. in History and Political Science from Hofstra University in 1963.

Mr. Safir is currently a director of two other publicly held reporting companies: GVI Security Solutions, Inc. (director and chairman of the board of directors since February 2004) and Verint Systems, Inc. (director since May 2002).

**Item 7.01. Regulation FD Disclosure.**

On July 6, 2005, the Company issued a press release to announce the appointment of Howard Safir as a director and the engagement of the November Group (as described above under Items 1.01 and 5.02). A copy of the press release is attached as an exhibit hereto.

**Item 901. Financial Statements and Exhibits.**

<u>Exhibit</u>	<u>Description</u>
10.18	Advisory Agreement with The November Group, Ltd., dated June 29, 2005. (filed herewith.)
99.01	Press release dated July 6, 2005. (Filed herewith.)

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**BLASTGARD INTERNATIONAL, INC.**

By: /s/ James F. Gordon

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James F. Gordon, Chief Executive Officer

Date: July 6, 2005

## EXHIBIT INDEX

<u>Exhibit</u>	<u>Description</u>
10.18	Advisory Agreement with The November Group, Ltd., dated June 29, 2005. (filed herewith.)
99.01	Press release dated July 6, 2005. (Filed herewith.)

**ADVISORY AGREEMENT**

**THIS ADVISORY AGREEMENT** (the "Agreement") is made and entered into this 29th day of June, 2005, by and between The November Group Ltd. (the "Advisor") and BlastGard International, Inc. (the "Company").

**WHEREAS**, the Advisor is willing and capable of providing various advisory services, hereinafter defined, for and on behalf of the Company; and

**WHEREAS**, the Company desires to retain the Advisor as an independent advisor and the Advisor desires to be retained in that capacity upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Advisory Services.** The Company hereby retains the Advisor as an independent advisor to the Company and the Advisor hereby accepts and agrees to such retention. The Advisor shall render to the Company such services as set forth on Exhibit A, attached hereto and by reference incorporated herein.

2. **Time, Place and Manner of Performance.** The Advisor shall be available for advice and counsel to Company and representatives and agents of the Company at such reasonable and convenient times and places as may be mutually agreed upon. Except as aforesaid, the time, place and manner of performance of the services hereunder, including the amount of time to be allocated by the Advisor to any specific service, shall be determined in the sole discretion of the Advisor.

3. **Term of Agreement.** The Term of this Agreement shall commence on the date of this Agreement and shall continue for 36 months, unless terminated earlier pursuant to the provisions herein. The Term of this Agreement may be extended as mutually agreed by the parties.

4. **Compensation.** In full consideration of the services to be provided for the Company by the Advisor, as fully set forth in Exhibit A, upon execution of this Agreement, the Company agrees to compensate Advisor in the manner set forth on Exhibit B.

5. **Expenses.** The Company shall reimburse the Advisor for reasonable and necessary expenses incurred in connection with the provision of services under this Agreement, such as travel, courier, long distance telephone, printing or similar out-of-pocket expenses, upon presentation by Advisor of an itemized account of such expenditures. Expenses in excess of \$200 must be pre-approved by the Company.

6. **Termination.** This Agreement may be terminated at any time by either party, with or without cause, by delivery of written notice of termination by the terminating party to the non-terminating party. The termination date shall be effective 60 days after receipt of said written notice of termination.

7. **Confidentiality.** The Advisor recognizes and acknowledges that it has and will have access to certain confidential information of the Company and its affiliates that are valuable, special and unique assets and property of the Company and such affiliates. The Advisor will not, during or after the

Term of this Agreement, disclose, without the prior written consent or authorization of the Company, any of such information to any person, except to authorized representatives of the Advisor or his affiliates, for any reason or purpose whatsoever. In this regard, the Company agrees that such authorization or consent to disclosure may be conditioned upon the disclosure being made pursuant to a secrecy agreement, protective order, provision of statute, rule, regulation or procedure under which the confidentiality of the information is maintained in the hands of the person to whom the information is to be disclosed or in compliance with the terms of a judicial order or administrative process.

8. Conflict of Interest. The Advisor shall be free to perform services for other persons. The Advisor will notify the Company of Advisor's performance of consulting services for any other person which could conflict with Advisor's obligations under this Agreement. Upon receiving such notice, the Company may terminate this Agreement or consent to the Advisor's outside consulting activities. It is hereby mutually agreed that, for purposes of this Section 8, a conflict of interest shall consist of the Advisor and/or Howard Safir providing services to a direct competitor of the Company, and that Howard Safir's activities as a security consultant for SafirRosetti and/or ChoicePoint shall not constitute a conflict unless SafirRosetti and/or ChoicePoint provide services to a direct competitor of the Company.

9. Disclaimer of Responsibility for Acts of the Company. The obligations of Advisor described in this Agreement consist solely of the furnishing of information and advice to the Company in the form of services. In no event shall Advisor be required by this Agreement to represent or make management decisions for the Company. All final decisions with respect to acts and omissions of the Company or any affiliates and subsidiaries, shall be those of the Company or its affiliates, and Advisor shall under no circumstances be liable for any expense incurred or loss suffered by the Company as a consequence of such acts or omissions.

10. Indemnity. The Company shall protect, defend, indemnify and hold Advisor and his assigns and attorneys, accountants, employees, officers and directors harmless from and against all losses, liabilities, damages, judgments, claims, counterclaims, demands, actions, proceedings, costs and expenses (including reasonable attorneys' fees) of every kind and character resulting from or relating to or arising out of (a) the inaccuracy, non-fulfillment or breach of any representation, warranty, covenant or agreement made by the Company herein; or (b) any legal action, including any counterclaim, to the extent it is based upon alleged facts that, if true, would constitute a breach of any representation, warranty, covenant or agreement made by the Company herein; or (c) negligent or willful misconduct of the Company or any employee or agent of the Company occurring during the Term hereof.

11. Notices. Any notices required or permitted to be given under this Agreement shall be sufficient if in writing and delivered or sent by registered or certified mail or overnight courier to the principal office of each party.

12. Assignment. This Agreement may not be assigned by either party.

13. Applicable Law. It is the intention of the parties hereto that this Agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance with and under and pursuant to the laws of the State of Florida and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with or by reason of this Agreement, shall be brought only in a court of competent jurisdiction within the State of Florida.

14. **Severability and Enforceability.** All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, the Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

15. **Entire Agreement.** This Agreement constitutes and embodies the entire understanding and agreement of the parties and supersedes and replaces all prior understandings, agreements and negotiations between the parties.

16. **Waiver and Modification.** Any waiver, alteration or modification of any of the provisions of this Agreement shall be valid only if made in writing and signed by the parties hereto. Any waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by any party.

17. **Counterparts and Facsimile Signatures.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Execution and delivery of this Agreement by exchange of facsimile copies bearing the facsimile signature of a party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile copies shall constitute enforceable original documents.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

**ADVISOR:**

**COMPANY:**

**THE NOVEMBER GROUP LTD.**

**BLASTGARD INTERNATIONAL, INC.**

By: /s/ Howard Safir

By: /s/ James F. Gordon

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Howard Safir, Chief Executive Officer

\_\_\_\_\_  
James F. Gordon, Chief Executive Officer

Address:

137 Charles Street  
Annapolis, Maryland 21401

Address:

129000 Automobile Blvd., Suite D  
Clearwater, Florida 33762

**EXHIBIT A**

**THE ADVISOR AGREES TO PROVIDE THE FOLLOWING SERVICES TO THE COMPANY:**

The Advisor shall provide services to the Company as an independent advisor for the Company. The Advisor shall perform the following duties:

- (1) The Advisor will work with the Company to develop and assist in the implementation of a market penetration strategy in order to enable the Company to meet its objectives with respect to the U.S. marketplace;
- (2) The Advisor will assist the Company in developing and sustaining a systematic effort to bring BlastGard technology to the attention of key decision-makers in the Department of Defense, the Department of Homeland Security, New York City Police, Fire and Emergency Services, FBI and other Police/Fire Organizations in the USA;
- (3) The Advisor will provide assistance in identifying and developing teaming or partnering opportunities for the Company; and
- (4) The Advisor will perform such other services to the Company as mutually agreed upon by the Company and the Advisor.

**ADVISOR:**

**COMPANY:**

**THE NOVEMBER GROUP LTD.**

**BLASTGARD INTERNATIONAL, INC.**

By: /s/ Howard Safir

By: /s/ James F. Gordon

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Howard Safir, Chief Executive Officer

\_\_\_\_\_  
James F. Gordon, Chief Executive Officer

Exhibit A

**EXHIBIT B**

FOR ALL SERVICES TO BE RENDERED BY THE ADVISOR UNDER THIS AGREEMENT, THE COMPANY AGREES TO COMPENSATE THE ADVISOR AS FOLLOWS:

- (1) In return for the performance of services described herein, the Company agrees to compensate the Advisor by issuing to the Advisor 100,000 shares of common stock of the Company. The shares of common stock are subject to restrictions on transfer, as required by applicable federal and state securities laws.
- (2) The Company will pay to the Advisor a fee equal to 6% of Net Revenue (as defined below) actually paid to the Company by new clients or other persons (each, a "Third Party") directly introduced by The Advisor under this Agreement.

The Company will pay to the Advisor a fee equal to 2.5% of Net Revenue (as defined below) actually paid to the Company by any Third Party that was not introduced by The Advisor under this Agreement, if the Company requests in writing the Advisor's participation with such relationship, and the Advisor in fact agrees to and does participate in such relationship.

For purposes of this Agreement, the term "Net Revenue" shall mean revenue actually received by the Company from Third Parties in respect of sales of the Company's products and/or services, or license fees, net of taxes payable by the Company with respect to such amounts and all direct expenses incurred by the Company in generating such revenue (including, without limitation, expenses paid to the Advisor pursuant to Section 5 of this Agreement).

**ADVISOR:**

**COMPANY:**

**THE NOVEMBER GROUP LTD.**

**BLASTGARD INTERNATIONAL, INC.**

By: /s/ Howard Safir

By: /s/ James F. Gordon

\_\_\_\_\_  
Howard Safir, Chief Executive Officer

\_\_\_\_\_  
James F. Gordon, Chief Executive Officer

Exhibit B



Contact:  
Adam J. Handelsman  
Sr. Vice President  
5W Public Relations  
212.999.5585 x202

**FORMER NYC POLICE COMMISSIONER, HOWARD SAFIR, JOINS  
BLASTGARD INTERNATIONAL'S BOARD OF DIRECTORS**

Veteran Law Enforcement & Security Expert Brings Years of Know How To Company Producing Next-Level  
Bomb And Explosive Mitigating Products

New York, NY & Tampa, FL – July 6, 2005 – BlastGard International, Inc. (OTCBB: BLGA), the creator of blast mitigation products and services, today announced that Howard Safir has joined the Company's Board of Directors. Mr. Safir, the 39<sup>th</sup> Police Commissioner of New York City, who served during the same period that Rudolph W. Giuliani was mayor of New York City, has been a distinguished member of law enforcement for over forty years. Mr. Safir, now the Chairman of the Board of Directors of GVI Securities Solutions Inc. (OTC BB: GVIS.OB) and Chairman and CEO of SafirRossetti, has held posts at the Federal Bureau of Narcotics, the Drug Enforcement Agency, the U.S. Marshals Service and served as the New York City's 29<sup>th</sup> Fire Commissioner.

BlastGard's CEO and Chairman, James Gordon, stated, "We are extremely pleased to have Howard Safir, a man with an illustrious career in law enforcement and a veteran in the security industry, join our team. On behalf of BlastGard's board and management team, we look forward to his expertise and guidance as the Company introduces several new products."

Howard Safir, a member of BlastGard's Board of Directors and Chairman and Chief Executive Officer of SafirRossetti, said today, "I am very pleased to join the board of BlastGard. During this time of increased danger from terrorism, the products BlastGard is bringing to market will directly protect our citizens against terrorism, our troops from improvised explosive devices (IED's) in Iraq and Afghanistan, secure military ordinance from sympathetic detonation and play a vital near-future role in the protection of governmental commercial and residential property. This is the kind of innovative technology that will help defeat terrorism in the future."

Mr. Safir is CEO of the November Group, which has been engaged by BlastGard. The November Group will work with the Company: to develop and assist in the implementation of a market penetration strategy in order to enable the Company to meet its objectives with respect to the U.S. marketplace; to assist the Company in developing and sustaining a systematic effort to bring BlastGard technology to the attention of key decision-makers in the Department of Defense, the Department of Homeland Security, New York City Police, Fire and Emergency Services, FBI and other Police/Fire Organizations in the USA; and to provide assistance in identifying and developing teaming or partnering opportunities for the Company.

**About BlastGard International, Inc.**

BlastGard International, Inc. was created to design, develop, manufacture and market proprietary blast mitigation materials. The Company's patent-pending BlastWrap<sup>™</sup> technology effectively mitigates blast effects and suppresses post-blast fires. This unique technology can be used to create new, finished products or to retrofit to existing products. While the need for this technology has always been present, the security and safety concerns resulting from the September 11, 2001 acts and the subsequent development of Homeland Security make the timing of the Company's emergence even more important. The Company's

For Immediate Release      07/06/05

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core market focus is on blast effects mitigation for the commercial sector, military, law enforcement and government agencies. BlastWrap™ is based upon well-defined principles and suppresses blast pressures by 50% or more. BlastWrap™ products are made from two flexible films arranged one over the other and joined by a plurality of seams filled with attenuating filler material (volcanic glass bead or other suitable two-phase materials), configurable (designed for each application) with an extinguishing coating that offers a revolutionary blast protection system against Blast & Fire/burn threats. BlastWrap™ is a blast mitigation assembly that can be wrapped around or conform to any shape. BlastWrap™ is a concept (not a chemical compound) from which blast protection products are built to save lives and reduce damage to valuable assets from explosions. Additional information on BlastGard can be found at [www.blastgardintl.com](http://www.blastgardintl.com).

#### **About Howard Safir**

Howard Safir was appointed 39th Police Commissioner of the City of New York by Mayor Rudolph W. Giuliani on April 15, 1996. In his four years as Police Commissioner, he achieved a 38% reduction in major crime and reduced homicides by 44%, bringing the total number of murders in New York to 667, the lowest level in three decades. To obtain these results, Commissioner Safir implemented a comprehensive Fugitive Strategy and established thirty-nine major anti-drug initiatives throughout the city including the Northern Manhattan Initiative. He created model blocks in each borough to prevent eradicated drug dealing from returning and he introduced closed circuit television to ensure the safety of housing development residents, park visitors and subway riders. Concerned for officer and public safety, he expanded firearms training and introduced Firearms Training Simulators. Under his leadership, firearms discharge incidents have decreased from 344 in 1995 to 155 in 1999. He has also been the country's leading voice in calling for the expansion of DNA use in policing. He developed and implemented Operation Condor, a creative use of personnel resources, which continues to be a centerpiece of current NYPD crime reduction strategy.

Commissioner Safir began his law enforcement career in 1965 as a special agent assigned to the New York office of the Federal Bureau of Narcotics, a forerunner of the Drug Enforcement Administration (DEA). He advanced through the ranks of the DEA and in 1977 was appointed Assistant Director of the DEA. Commissioner Safir also served as Chief of the Witness Security Division, U.S. Marshals Service. In 1984, he was named Associate Director for Operations, U.S. Marshals Service, a position he held until his retirement from the federal government in 1990. Safir rejoined government service in 1994 when Mayor Giuliani asked him to serve as the New York City's 29th Fire Commissioner.

Commissioner Safir received his B.A. in History and Political Science from Hofstra University in 1963. He attended Harvard University's John F. Kennedy School of Government, receiving certificates in the programs for Senior Managers in Government in 1988 and for National and International Security in 1989. He is a member of the executive committee of the International Association of Chiefs of Police and has served as a delegate to INTERPOL, the National Drug Policy Board and the El Paso Intelligence Center Advisory Board. Throughout his career, Commissioner Safir has been recognized frequently for his outstanding service. In 1996, he was awarded the Ellis Island Medal of Honor. He was twice awarded the Presidential Meritorious Executive Award. Additionally, he received the U.S. Marshals Service Meritorious Service Award and the Attorney General's Achievement Award, in addition to many other citations and awards.

“Safe Harbor” statement under the Private Securities Litigation Reform Act of 1995: Except for historical information, all of the statements, expectations and assumptions contained in the foregoing are forward-looking statements that involve a number of risks and uncertainties. It is possible that the assumptions made by management are not necessarily the most likely and may not materialize. In addition, other important factors that could cause actual results to differ materially include the following: the Company's ability to market its products; the Company's ability to obtain additional funding; the Company's ability to obtain regulatory approvals on new products, the general economy; competitive factors; ability to attract and retain personnel; the price of the Company's stock; and other risk factors. The Company takes no obligation to update or correct forward-looking statements.