

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 .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, 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.

*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 Whitaker Group, Inc. 1133 21st Street, NW Suite 405 Washington, DC 20036	2. Registration No. 5539
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3. Name of foreign principal Ministry of Finance and Development Planning of the Kingdom of Lesotho	4. Principal address of foreign principal P.O. Box 395 Maseru, Lesotho
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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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6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
Ministry of Finance and Development Planning

b) Name and title of official with whom registrant deals
M.N. Khethisa, Principal Secretary

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

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

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.

b) Is this foreign principal

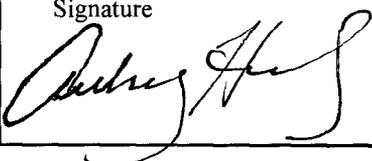
- | | | |
|---|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign 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"/> |

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

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

Date of Exhibit A 04/20/11	Name and Title Aubrey Hruby, Managing Director	Signature 
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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.

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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 The Whitaker Group, Inc. 1133 21st Street, NW Suite 405 Washington, DC 20036	2. Registration No. 5539
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3. Name of Foreign Principal Ministry of Finance and Development Planning of the Kingdom of Lesotho
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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.
See Annexure 1: Services of the attached agreement

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

See Annexure 1: Services of the attached agreement

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 consultant will identify, educate and coordinate key stakeholders to engage Congress, and the Administration on the renewal and overall expansion of the Africa Growth and Opportunity Act (AGOA). Activities will include principally: meetings, events, delegation visits, editorials, and policy papers.

Consultant undertakes to develop strategies to position Lesotho and mobilize resources within USG development initiatives in the areas of capacity building, food security and climate change.

Date of Exhibit B 04/20/11	Name and Title Aubrey Hruby, Managing Director	Signature 
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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.

CONSULTANCY CONTRACT

BETWEEN

WHITAKER GROUP INC (TWG)

AND

**MINISTRY OF FINANCE AND DEVELOPMENT
PLANNING**

OF THE

GOVERNMENT OF LESOTHO

NSD/CES/REGISTRATION
UNIT

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THE CONTRACT

Contract for the provision of Consultancy Services entered into by and between the Whitaker Group INC (TWG) (herein after referred to as the Consultant) and Ministry of Finance and Development Planning (herein referred to as the Client).

WHEREAS

The Government of Lesotho (GOL) through the Ministry of Finance and Development Planning (MOFDP) is desirous to advance the economic goals of the country through enhancement of AGOA and expansion of industries by securing and attracting foreign investment and improving policy administration.

B The Government of Lesotho has request services of consultants to act as its agent in promoting Lesotho's export competitiveness and credit access and building demand base for Lesotho's products throughout the world.

C The consultant having represented to the client that he has the required skill and is ready and willing to accept this engagement of service with the Ministry on terms and conditions set forth;

NOW THEREFORE parties agree as follows:

1. COMMENCEMENT AND DURATION

The Contract shall, commence on the last date of signature and shall unless terminated by either party on a prior date, subsist for a period of three (3) years. Parties may agree to renew the contract by giving each other three months written notice for a period they may agree upon and on the terms and conditions that would be prevailing at the time of renewal.

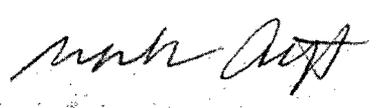
2. SERVICES

The consultant shall provide services to the Minister as described in annexure 1

3. PAYMENT

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3.1 As full consideration for the services performed by the Consultant under the terms of this agreement, the ministry will pay the Consultant a annual fee of \$US 330.000.00 broken down as follows;

3.1.1 \$US 300 000 00 is consultancy fee and shall be paid in three instalments per annum. Consultant shall invoice MOFDP per the invoice schedule provided in annexure 2. MOFDP shall remit payment to Consultant within 30 days of receipt of each invoice.

3.1.2 \$US 30 000 00 is for travel and accommodation and it includes three representatives of the Lesotho government . It shall be billed subject to the ministry's approval at 50% prior to the mission and the remaining 50% shall be paid after the mission and upon submission of the detailed report and support documentation.

4. SERVICE DELIVERY CONDITIONS

4.1 The consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices.

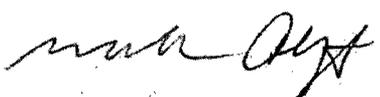
4.2 The consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Ministry's interests.

4.3 The consultant shall be given sufficient written authority and powers in the capacity as the Consultant to effectively carry out its responsibilities.

4.4 All reports and other documents prepared by the consultant shall become the property of the ministry and the Consultant shall not after the expiration of this Contract disclose any proprietary or confidential information relating to this Contract, or the Client's business or operations without the prior written consent of the client.

4.5 The Consultant shall be responsible for all office consumables and equipment that it shall use in the execution of this contract.

4.6 The Consultant shall work closely with the ministry for purposes of monitoring and assistance.



4.7 The Consultant shall furnish MFDP with such information related to the Services as MFDP may from time to time request.

4.8 Nothing contained in this Contract shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between GoL and the Consultant.

5. TAXES AND DUTIES

The Consultant shall pay such taxes, duties, fees and other impositions as may be levied under the laws of Lesotho. All amounts listed in section 3 "PAYMENT" are listed net of any such applicable taxes, duties, fees or other impositions.

6. BREACH

6.1 In the event that any one of the parties be in breach of any of its obligations and undertakings in terms of the Agreement, the aggrieved party shall be entitled to give written notice to the defaulting party to rectify any such breach

6.2 Should the defaulting party fail to remedy such breach within a reasonable time the aggrieved party may:

- institute an action for due performance by the defaulting party of its obligation under this Agreement; or
- cancel this Agreement without prejudice to its rights to damages; or
- refer the dispute for resolution.

7. TERMINATION

Either party may terminate this agreement upon giving a three (3) months written notice which spells out reasons of such termination.

8. DISPUTE RESOLUTION

8.1 If any dispute arises between any of the parties in regard to the carrying into effect of any of the parties' rights and obligations arising from this agreement, parties agree to negotiate with each other in good faith in an effort to resolve such dispute.



8.2 If in any case the parties fail to solve the dispute amicably, such dispute shall first be subjected to mediation failing which it shall be referred for arbitration in accordance with the provision of the Arbitration Act, No 12 of 1980.

9. WHOLE AGREEMENT

9.1 This document constitutes the entire agreement between the parties with regard to the subject matter hereof. Neither party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

9.2 No addition to, variation of, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

10. REPORTING

10.1 The Consultant shall submit quarterly reports regarding the services to the Principal Secretary of Finance and Development Planning

11. GOVERNING LAW

11.1 This Contract shall, be subject to the Laws of the Kingdom of Lesotho.

12. NOTICES

12.1 Any notice, request or consent made pursuant to the execution of this contract shall be in writing and shall be deemed to have been made when:

- delivered in person to an authorized representative of the Party to whom the communication is addressed
- given by pre paid registered post, will be deemed to have been received 5 (five) days after the date of posting thereof;
- sent by telefax, shall be deemed to have been received on the first business day following the date of transmission thereof;

13. DOMICILIA CITANDI ET EXECUTANDI

13.1 The parties choose *domilicilium citandi et executandi* (domilicilium) for the purposes of the giving of any notice, the serving of any process and for



any other purpose arising from this agreement at their respective addresses set below:

THE CLIENT:

Ministry of Finance and Development Planning

P.O. Box 395

Maseru, Lesotho

TELEPHONE: 0026 2232370

FAX: 0026 22310157

THE CONSULTANT:

Whitaker Group INC (TWG)

1133 21st Street, NW, Suite 405

Washington, District of Columbia, 20036, United States of America

TELEPHONE: +1 202 293 1453

Fax: +1 202 293 1410

13.2 Either party shall be entitled from time to time to vary its *domicilium citandi et executandi* by providing a written notice in a manner provided above.



SIGNED AT MASERU ON THIS1..... DAY OFMARCH.....2011,

FOR AND ON BEHALF OF THE CLIENT.

NAME Mositoa Khetisa Signature [Signature]

Principal Secretary

WITNESSES:

1. NAME..... Signature.....

2. NAME..... Signature.....

FOR AND ON BEHALF OF THE CONSULTANT.

NAME Aubrey Healy Signature [Signature]

Managing Director

WITNESSES:

1. NAME David A Senadi Signature [Signature]

2. NAME..... Signature.....

Annexure 1: Services

1 The consultant will identify, educate and coordinate key stakeholders to engage Congress, and the Administration on the renewal and overall expansion of the Africa Growth and Opportunity Act (AGOA). Activities will include principally: meetings, events, delegation visits, editorials, and policy papers.

2 The consultant undertakes to enhance apparel sector demand, outreach and competitiveness by:

2.1 Analysing trends in the apparel sector and related industries specifically in relation to upstream and downstream integration;

2.2 Identifying global best practices that have successfully built competitive clusters in the sector and potential partnerships with industry leaders;

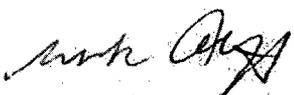
2.3 Strengthening partnerships and relationships with key industry stakeholders including: current customers, new buyers, and industry leaders

2. 4 Positioning Lesotho and Basotho officials in the media and key forums, and outreach to specific brands, retailers and key consumer groups.

3 Consultant undertakes to develop strategies to position Lesotho and mobilize resources within USG development initiatives in the areas of capacity building, food security and climate change.

4 Consultant undertakes to work to build partnerships for Lesotho globally in the areas of higher education, grazing and range management, healthcare and social well being.

The consultant will develop a detailed Strategic Action Plan by 10 June 2011 to be approved by the minister, that will define and direct the delivery of the agreed upon deliverables and govern the work commissioned in this contract.



Annexure 2: Invoice Schedule

Invoice #	Date to be Submitted	Amount (net of applicable taxes, duties, fees or other impositions)
LE 2011 001	30th April 2011	\$US 100,000
LE 2011 002	31st August 2011	\$US 100,000
LE 2011 003	31st December 2011	\$US 100,000
LE 2012 001	30th April 2012	\$US 100,000
LE 2012 002	31st August 2012	\$US 100,000
LE 2012 003	31st December 2012	\$US 100,000
LE 2013 001	30th April 2013	\$US 100,000
LE 2013 002	31st August 2013	\$US 100,000
LE 2013 003	31st December 2013	\$US 100,000

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