

REVISED

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 http://www.fara.gov or an original form 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 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 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 <i>The Moffett Group, LLC</i>	2. Registration No. <i>5802</i>
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3. Name of Foreign Principal
Kingdom of Morocco

Check Appropriate Box:

- 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.
- 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.
- 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.

Please see attached agreement.

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

Research and analyze issues of concern to the principal; counsel the Principal on U.S. policies of concern, activities in Congress and the Executive branch, and general developments on the U.S. political scene; and maintain contact, as necessary, with the Members of Congress and their staff, Executive branch officials, and non-governmental organizations

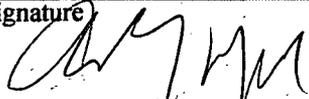
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

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.

See item 8.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and 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 of Exhibit B 3/30/11 for 3/17/10	Name and Title Anthony Moffett, Chairman	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.

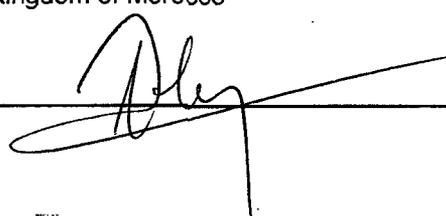
EXHIBIT B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

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/>.

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1. Name of Registrant The Moffett Group	2. Registration No. 5802	CRM/ISS/REGISTRATION UNIT 2010 MAR 17 PM 4:35
3. Name of Foreign Principal The Kingdom of Morocco		



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

Research and analyze issues of concern to the principal; counsel the principal on U.S. policies of concern, activities in Congress and the Executive branch, and developments on the U.S. political scene generally; and maintain contact, as necessary, with the Members of Congress and their staff, Executive branch officials, and non-governmental organizations.

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See item 8.

CRM/ISS/REGISTRATION UNIT

2010 MAR 17 PM 4:35



Date of Exhibit B 3/17/10	Name and Title Anthony Moffett, Chairman	Signature 
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The **Moffett** Group

AGREEMENT BETWEEN THE MOFFETT GROUP, LLC AND GOVERNMENT OF MOROCCO

Dear Mr. Ambassador:

Pursuant to our discussions, we are submitting for your approval the terms of a working agreement between The Moffett Group, LLC and The Government of Morocco.

- This engagement will be on a one-year basis beginning January 1, 2010 and ending December 31, 2010. Either party may terminate the contract with 30 days notice. The agreement may be extended with both parties' approval.
- The Moffett Group, LLC agrees to provide The Government of Morocco with government affairs representation and lobbying services before the federal government, focusing on issues surrounding the Western Sahara, as it has done for the past several years. The Moffett Group also agrees to provide the Government of Morocco with strategic advice and consulting services.
- The Government of Morocco agrees to pay The Moffett Group, LLC a retainer of \$240,000 per year plus reasonable expenses on an annual basis, payable by February 4, 2010. No expense beyond reasonable taxicabs and office expenses shall be incurred without consent from the Government of Morocco.
- The Moffett Group, LLC agrees to abide by every applicable law or regulation covering government contracts for lobbying groups during implementation of this agreement. The Moffett Group, LLC is an independent contractor, and, as such, has no authority to bind The Government of Morocco in any manner whatsoever, absent the express written consent of The Government of Morocco. The Moffett Group, LLC shall be solely responsible for the acts of its employees and/or agents and shall defend and hold The Government of Morocco harmless from any claims which arise from said acts.
- The Government of Morocco has no authority to bind The Moffett Group, LLC in any matter whatsoever, absent the express written consent of The Moffett Group, LLC. The Government of Morocco shall be solely responsible for the acts of its employees and/or agents and shall defend and hold The Moffett Group, LLC harmless from any claims which rise from said acts.

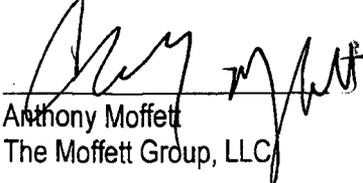
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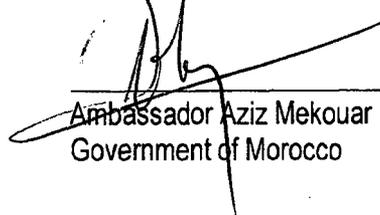
The **Moffett** Group

If you agree, please sign below and return one a copy to me.

Submitted by,


Anthony Moffett
The Moffett Group, LLC

Agreed to and accepted by:


Ambassador Aziz Mekouar
Government of Morocco

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