

U.S. Department of Justice
Washington, DC 20530

**Exhibit A to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

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.

1. Name and Address of Registrant Carmen Group, Inc.	2. Registration No. 0188
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3. Name of Foreign Principal Cayman Islands Government	4. Principal Address of Foreign Principal 133 Elgin Avenue, Grand Cayman KY1-9000 Cayman Islands
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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 (<i>specify</i>) _____
- Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
Ministry of District Administration, Tourism and Transport
- b) Name and title of official with whom registrant deals
Stran A. Bodden, Permanent Secretary and Chief Officer

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

Formerly CRM-157

FORM NSD-3
Revised 03/11

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.)*

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.

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 A 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 A September 16, 2013	Name and Title Marc E. Miller, General Counsel	Signature /s/ Marc E Miller eSigned
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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 <http://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 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

Carmen Group, Inc.

2. Registration No.

0188

3. Name of Foreign Principal

Government of the Cayman Islands

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

Carmen Group shall provide the following consulting services to Client: Prepare an initial feasibility report that will gage the initial interest of the U.S. Department of State and the U.S. Department of Homeland Security and the relevant Congressional Committees as to the feasibility of a pre-clearance facility at the new Owen Roberts International Airport located in Georgetown, Grand Cayman. The feasibility report will examine the challenges, timing and probability of obtaining a pre-clearance facility for the Cayman Islands. We will make initial contact with relevant government parties to determine the feasibility and timeframe of such a facility and provide a written report within 60-days of execution of this Agreement. At that time, we will propose a cost for services to obtain U.S. approvals for the facility.

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

As detailed in the attached contract, activities include gauging the interest of US officials on the probability of establishing a US pre-clearance facility in the Cayman Islands

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.

Carmen Group shall provide the following consulting services to Client: Prepare an initial feasibility report that will gage the initial interest of the U.S. Department of State and the U.S. Department of Homeland Security and the relevant Congressional Committees as to the feasibility of a pre-clearance facility at the new Owen Roberts International Airport located in Georgetown, Grand Cayman. The feasibility report will examine the challenges, timing and probability of obtaining a pre-clearance facility for the Cayman Islands.

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	Name and Title	Signature
September 16, 2013	Marc E Miller General Counsel	/s/ Marc E Miller eSigned

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.

**CONSULTING SERVICES AGREEMENT BETWEEN
CARMEN GROUP INCORPORATED
AND
CAYMAN ISLANDS**

This Consulting Services Agreement ("Agreement"), dated this ___ day of August 2013, is by and between, CAYMAN ISLANDS, having its principal office at 133 Elgin Avenue, Grand Cayman KY1-9000, Cayman Islands ("Client") and CARMEN GROUP INCORPORATED, a District of Columbia corporation, having its principal office at 505 9th Street, NW, Suite 700, Washington, DC 20004 ("Carmen Group").

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. SCOPE OF WORK

Section 1.01 Scope. Carmen Group shall provide the following consulting services to Client: Prepare an initial feasibility report that will gage the initial interest of the U.S. Department of State and the U.S. Department of Homeland Security and the relevant Congressional Committees as to the feasibility of a pre-clearance facility at the new Owen Roberts International Airport located in Georgetown, Grand Cayman. The feasibility report will examine the challenges, timing and probability of obtaining a pre-clearance facility for the Cayman Islands. We will make initial contact with relevant government parties to determine the feasibility and timeframe of such a facility and provide a written report within 60-days of execution of this Agreement. At that time, we will propose a cost for services to obtain U.S. approvals for the facility.

Section 1.02 Project Management. David Carmen, President & CEO, will manage the Carmen Group services being provided under this Agreement. In doing so, she will task and oversee other members of the Carmen Group professional staff.

ARTICLE II. TERM AND PROFESSIONAL FEES

Section 2.01 Duration. This Agreement shall be effective on full execution and shall continue for a period of sixty (60) days (the "Term").

Section 2.02 Professional Fees. Client agrees to pay Carmen a flat fee of \$30,000 during the Term for the services described in Section 1.01. The fee (\$30,000) is due and payable upon execution of this Agreement. Carmen Group shall be under no obligation to perform any work for which payment has not been received.

Section 2.03 Client Set-Up Fee. Carmen Group charges a one-time, non-refundable set-up fee of \$1,500 which is due and payable upon execution of this Agreement. This fee covers internal costs incurred by Carmen Group in establishing and supporting Client's account and includes, as applicable, Federal and State filing costs, telecommunication and teleconferencing access, research and publication charges, and other internal technical support services.

ARTICLE III. EXPENSES

Section 3.01 Out-of-Pocket Expenses. In addition to the fees set forth in Article II, Client will be responsible for expenses incurred by Carmen Group in fulfilling the contract services. Such expenses include postage, courier deliveries, telephone calls, fax usage, overnight deliveries, photocopying, document design and production, local transportation and Client-authorized travel. Travel by Carmen Group employees and agents will be at Client's request and will be economy class for domestic flights that are four (4) hours or less in duration. Travel by Carmen Group employees and agents will be at Client's request and will be according to Client's travel expense policy for flights exceeding four (4) hours duration and for all international flights. Hotel accommodations will be at the same level that Client provides to its executives. Carmen Group shall secure written consent from Client before incurring expenses exceeding \$1,000.00 in any given month.

Section 3.02 Payment for Expenses. Carmen Group will invoice Client at the end of every month for any out-of-pocket expenses incurred within the past month. Payment for such expenses will be due upon receipt of the invoice.

ARTICLE IV. PAYMENTS, LATE FEES AND COLLECTION

Section 4.01 Payments. Client shall direct all remittances via check or wire transfer as follows:

Domestic Wire Instructions

Bank - Eaglebank, MD
Address - 7815 Woodmont Avenue,
Bethesda, MD 20814

[REDACTED]

Carmen Group, Inc. is a District of Columbia Corporation

[REDACTED]

International Wires

Receiving Bank - Wells Fargo Bank N. A. San Francisco

[REDACTED]

Beneficiary Bank - Eaglebank,

[REDACTED]

Carmen Group, Inc. is a District of Columbia Corporation

[REDACTED]

Section 4.02 Late Fees. All invoices are due and owing upon receipt. Balances more than 15 days late will be assessed interest at the rate of one and one half percent (1.5%) per month or the maximum legal rate, whichever is less.

ARTICLE V. CONFIDENTIALITY

Section 5.01 Confidentiality. All matters between the parties, including the provisions of this Agreement, are confidential and shall not be transferred, communicated, or delivered to a third party, whether or not for compensation, without the expressed prior authorization of either party, or as required by law. The confidential nature of this Agreement and the foregoing covenant of non-disclosure shall survive termination of this Agreement.

ARTICLE VI. MISCELLANEOUS

Section 6.01 Applicable Law. This Agreement shall be governed and construed in all respects by the laws of the District of Columbia as such laws are applied to agreements between District of Columbia residents entered into and performed entirely in the District of Columbia. The venue for any claim, controversy, or dispute which arises between the parties from or related to this Agreement shall be the Superior Court of the District of Columbia and the parties hereby consent to the jurisdiction of such court and waive any objection to such venue.

Section 6.02 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes any prior or contemporaneous representation, proposal, warranty, understanding, or agreement, written or oral, regarding such subject matter. The headings and subheadings contained herein are for convenience only and shall in no way restrict or otherwise affect the construction of the provisions hereof.

Section 6.03 No Partnership, Joint Venture, or Employment Relationship. This Agreement shall not be deemed to create any partnership, joint venture or enterprise, or employment relationship between the parties. The parties understand and agree that Carmen Group is acting as an independent contractor in providing services pursuant to this Agreement, and that Carmen Group shall pay, to the extent required by law, all applicable taxes and other obligations that result from providing services pursuant to this agreement.

Section 6.04 Nonsolicitation of Employees. During the Term of this Agreement and for a period of one (1) year thereafter, Client shall not knowingly solicit, employ, or retain, directly or indirectly, any person who is or was an employee of Carmen Group at any time during the Term.

Section 6.05 Assignment. Client may not assign this Agreement, in whole or part, nor may it delegate its duties hereunder without the written consent of Carmen Group.

Section 6.06 Amendment and Waiver. This Agreement may be amended or modified only upon the written consent of the authorized representatives of Carmen Group and Client. The obligations of Carmen Group and Client under this Agreement may only be waived by written consent of the party waiving its rights or obligations.

Section 7.08 Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of Client.

Section 7.09 Execution In Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument. Signatures transmitted by facsimile shall be valid proof of the execution of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date first set forth above.

CAYMAN ISLANDS

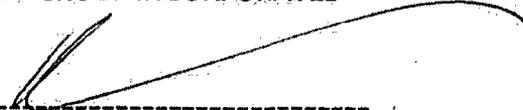
By: _____



CHIEF OFFICER

CARMEN GROUP INCORPORATED

By: _____



David M. Carmen
President & Chief Executive Officer

INVOICE

August 7, 2013

Fee per Section 2.02	\$30,000.00
Client Set-up Fee	\$1,500.00
TOTAL DUE	\$31,500.00