

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 Dickens & Madson Canada Inc. 740 Notre Dame Ouest Montreal, QC, Canada H3Y 3L1	2. Registration No. <div style="font-size: 2em; text-align: center;">6200</div>
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3. Name of Foreign Principal Cyrenaica Transitional Council Ibrihim Said al-Jathran Political Bureau of Cyrenaica Usama Buera	4. Principal Address of Foreign Principal Ajdabiya, Libya Ajdabiya, Libya Ajdabiya, Libya Benghazi, Libya
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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 checked="" type="checkbox"/> Other ( <i>specify</i> ) <u>Political economic group seeking to promote federalism in Libya</u>

Individual-State nationality \_\_\_\_\_

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

a) Branch or agency represented by the registrant  
Not applicable.

b) Name and title of official with whom registrant deals  
Not applicable.

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

a) Principal address  
Not applicable.

b) Name and title of official with whom registrant deals Not applicable.

c) Principal aim Not applicable.

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.

The foreign principals seek to promote federalism in Libya, and the equitable distribution of national wealth and to improve the security conditions in Cyrenaica.

b) Is this foreign principal:

- |   |   |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal                   | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal                        | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal                     | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal                   | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal - Unknown           | Yes <input type="checkbox"/> No <input type="checkbox"/>            |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal - Unknown | 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.)*

The foreign principal is a group of volunteers that is not under the control of any single person or entities. Mr. al-Jathran acts as the head of the group but does not control it. The group is best understood as self-directed by its members.

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.

See answer to 9 above.

**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	Name and Title	Signature
December 11, 2013	Ari Ben-Menashe, President and Director	/s/ Ari Ben-Menashe <span style="float: right;">eSigned</span>

OMB NO. 1124-0004; Expires February 28, 2014

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  Dickens & Madson Canada Inc.	2. Registration No.  
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3. Name of Foreign Principal  
  
Cyrenaica Transitional Council; Ibrihim Said al-Jathran; Political Bureau of Cyrenaica; Usama Buera

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.

See attached Consultancy 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.

- Lobbying the executive and/or legislative branches of government of the United States with respect to stability, security and governance of Libya and Cyrenaica.
- Providing media and public relations services regarding the federalist movement in Libya and the goals, objectives, and purposes of the Cyrenaica Transitional Council.
- Lobbying outside the United States the governments of other countries with respect to stability, security, and governance in Libya and Cyrenaica.

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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.

Will attempt to influence U.S. policy toward security and governance in Libya and Cyrenaica including promoting a peaceful resolution of political differences and federalism. Registrant may have direct communication with U.S. policy makers and/or opinion leaders with respect to North Africa.

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### 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
December 11, 2013	Ari Ben-Menashe, President and Director	/s/ Ari Ben-Menashe 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.

Dickens & Madson (Canada), Inc.  
740 Notre Dame West  
Montreal, Quebec, Canada H3C 3X6

5 December 2013

Mr. Abdul Hamid El Kezza

**CONSULTANCY AGREEMENT**

You hereby retain us, and we hereby agree, as more fully set forth below, to lobby the executive and/or legislative branches of the Government of the Russian Federation, the Government of The United States of America and such other governments and/or international institutions and/or political organizations and/or private companies as we may agree upon, on behalf of your political movement and also to provide other services, including security services, media services and public relations services, all to assist the devising and execution of policies to attain your objectives, as more fully described below, and subject to the terms and conditions set forth below:

1. Our lobbying services shall consist of maintaining such contacts with the executive and/or the legislative branches of the aforesaid government or governments or other institutions as you shall in consultation with us, deem advisable, in order to urge the institution and/or maintenance of legislative and/or executive policies favorable to your movement, and the elimination or prevention of such policies unfavorable to your movement. In particular, we shall strive, among other goals, to gain political recognition for your government from the Russian Federation, to strengthen your military forces by providing you grants for military equipment and training from various governments. In addition, we shall strive to provide you with economic aid by soliciting buyers for your oil when the need arises as well as tankers for the transport of oil. We shall also strive to assist you in developing your private sector activity both locally and internationally. We shall, upon your payment and registration of this contract, provide you for your movement, with a grant of seventy five million (\$75,000,000.00) US dollars from the Russian Federation per your instruction.



*Handwritten:* AM MEMORANDUM  
5 DEC. 2013

2. The services noted above shall be conducted by us if and only to the extent that they are mutually agreed upon, and only to the extent allowed by law, and in particular, but without limitation, only to the extent that all activities conducted by us can be, and are, in compliance with any and all laws and regulations relating to lobbying for, representing and providing services to a foreign entity, including registration and disclosure.

3. The other services cited by us above shall, to the extent mutually agreed upon, include security advice, regional and international foreign policy advice, with the intention of pacifying the region and achieving economic and political stability, media and public relations, assistance in providing key personnel and development assistance, as may be appropriate.

4. Our fee for the services described above shall be four hundred thousand (US \$400,000.00) US dollars payable upon the signature of this agreement by both parties, by wire transfer to the following account:

Bank:  
Bank address:  
  
Bank number:  
Transit number:  
Account number:  
Beneficiaries name:  
  
Beneficiary address:  
  
Correspondent Bank:  
  
Swift Code:  
ABA Number:  
BCF Client Number:



5. Any normal out-of-pocket disbursements shall be our responsibility; and the payment of any unusual out-of-pocket disbursements shall be as mutually agreed upon.

6. We will keep you fully advised of all our efforts on behalf of your political movement.

*any bank memo  
5 Dec. 2013*

A handwritten signature, possibly "U", is written at the bottom of the page.

7. We shall develop a series of guidelines within which we shall have the discretion to act on behalf of your political movement, subject always to your specific instructions.

8. We shall exert reasonable efforts to secure favorable legislative and/or executive policies and services, including, without limitation, the specific items noted in paragraphs 1 and 3 above. You are aware, however, and understand, that it is not possible or lawful in these fields to guarantee any particular results. In order to enable us to serve your interests effectively, considering the foregoing, you agree to cooperate with us fully and to furnish us with necessary information as promptly as possible.

9. The term of this agreement shall be for one (1) year, renewable upon mutual agreement.

10. This letter of agreement sets forth our entire understanding.

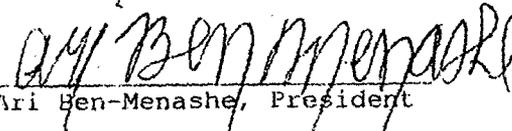
If the foregoing correctly sets forth our agreement, please so indicate by countersigning below. This letter shall then constitute a binding agreement between us.

Dated as of this 5 day of December 2013.

Confirmed and accepted for:

Dickens & Madson (Canada), Inc.

By:

  
Ari Ben-Menashe, President



Confirmed and accepted by:

Mr. Abdul Hamid El Kezza

By: 