

OMB No. 1124-0006; Expires April 30, 2017

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 Washington African Consulting Group, 8954 Texas Trail, Poetry, TX 75160	2. Registration No. <i>Coyle 1</i>
--	---

3. Name of Foreign Principal The National Board for the Following-Up and Recovering of the Libyan Looted and Disguised Funds	4. Principal Address of Foreign Principal The Libyan Government Prime Minister's Office Libya
---	--

5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant
The National Board for the Following-Up and Recovering of the Libyan Looted and Disguised Funds
- b) Name and title of official with whom registrant deals
Mohamed Belgasem Tag, Board Member and Head of the Board

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

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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 No

Owned by a foreign government, foreign political party, or other foreign principal Yes No

Directed by a foreign government, foreign political party, or other foreign principal Yes No

Controlled by a foreign government, foreign political party, or other foreign principal Yes No

Financed by a foreign government, foreign political party, or other foreign principal Yes No

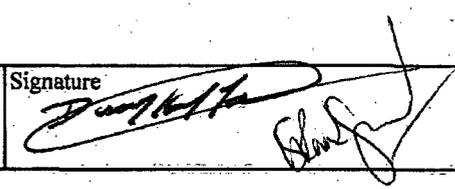
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

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	Name and Title	Signature
11/10/2014	Douglas Keith Foree, Chairman and Erik Goaled, Secretary and Treasurer	

U.S. Department of Justice
Washington, DC 20530

OMB No. 1124-0004; Expires April 30, 2017

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

Washington African Consulting Group, Inc.

2. Registration No.

6261

3. Name of Foreign Principal

The National Board for the Following-Up and Recovering of the Libyan Looted and Disguised Funds

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.

Assisting the National Board for the Following-Up and Recovering of the Libyan Looted and Disguised Funds in identifying and recovering Libyan assets in the United States and abroad, but not in Libya.

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

Assisting the National Board for the Following-Up and Recovering of the Libyan Looted and Disguised Funds in Identifying and recovering Libyan assets in the United States and abroad, but not in Libya.

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

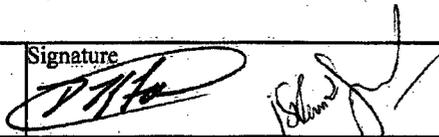
If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Washington African Consulting Group, Inc. will seek to influence United States policies concerning suspended or frozen assets of Libya within the United States and to strengthen the inter-governmental relations between the two nations.

The Washington African Consulting Group, Inc. will achieve this purpose through the identification of Libyan assets within the United States and abroad, but not in Libya. It will then provide for the use of those assets - keeping them within the United States - for the benefit of the Libyan people and the rebuilding of Libya.

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
11/10/2014	D.K. Foree, Chairman & Erik Goated, Treasurer	

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.

AGREEMENT

entered into by and between:

THE NATIONAL BOARD FOR THE FOLLOWING-UP AND RECOVERING OF THE LIBYAN LOOTED AND DISGUISED FUNDS ("THE NATIONAL BOARD")

**FORMED BY DECREE OF THE COUNCIL OF MINISTERS OF LIBYA ("the Council")
IN TERMS OF DECREE NUMBER 378 OF 2014 ("the Decree") UNDER REFERENCE
NUMBER 108/T/14 SIGNED ON 22 JANUARY 2014**

The National Board herein represented by The National Board Members constituting

**MOHAMED BELGACEM TAG ("Tag"),
MOHAMED ABDULLAH EL BAKSHI ("El Bakshi")
and YOUSSEF ALI SIRIHEID ("Siriheid")**

-And-

**WASHINGTON AFRICAN CONSULTING GROUP INCORPORATED
("The Company")**

Herein represented by

ERIK ISKANDER GOAIED ("GOAIED")

**in his capacity as director of the Company,
duly authorised thereto by virtue of a resolution of the Board
(collectively herein referred to as the parties)**

 Private and Confidential

CONTENTS

DEFINITIONS

INTERPRETATION

RECORDAL

1. IDENTIFICATION AND VERIFICATION
2. RECOVERY OF ASSETS
3. WARRANTIES PROVIDED BY THE NATIONAL BOARD
4. WARRANTIES PROVIDED BY THE COMPANY
5. TERMINATION AND RISK
6. REMUNERATION
7. AUTHORITY
8. CONFIDENTIALITY
9. VALIDITY
10. DISPUTE RESOLUTION
11. DOMICILIUM
12. NOTICES
13. ENTIRE AGREEMENT AND VARIATIONS
14. ASSIGNMENT, CESSION AND DELEGATION
15. RELAXATION
16. WAIVER
17. GOVERNING LAW

DEFINITIONS

In this Agreement, unless clearly inconsistent with or otherwise indicated by the context:-

- "Affected Parties"** shall mean the designated individuals as per the applicable Resolutions.
- "Applicable Law"** shall mean any law (including statutory or common law), statute, constitution, decree, judgement, treaty, directive, by-law, order, requirement, request or guideline (whether or not having the force of law but, if not having the force of law, is generally complied with by the persons to whom it is addressed or applied), of any Authority, as amended, replaced, re-enacted, restated or reinterpreted from time to time and will include the Resolutions;
- "Assets"** shall mean the Libyan Looted and Disguised Funds, as per definition of the Decree and by expanded interpretation thereof its widest sense, collectively or in part, as it may apply to each jurisdiction, and will incorporate all assets, movable and immovable, liquid and or illiquid ("assets" as defined in its broadest meaning as anything tangible or intangible that is capable of being owned or controlled to produce value and that is held to have positive economic value) and represent value of ownership that can be converted into cash (cash itself also being considered an asset), located in any jurisdictions or country outside of Libya, which assets have been looted from the Government and the Libyans during the rule of Gaddafi as well as thereafter up to the present day.
- "Authority"** shall mean any court, national government, governmental, administrative, fiscal, monetary, central bank, judicial, regulatory, self-regulatory or government owned or controlled body, department, THE NATIONAL BOARD, authority, tribunal, agency or entity to whose jurisdiction any some or all of the Parties are subject whether voluntarily or compulsorily and will include i.e. the US legal and regulatory system and the UN.
- "Board"** shall mean the board of directors of the Company herein represented by Goaid.
- "Business Day(s)"** shall mean any day other than a Saturday, Sunday or official public holiday in the US.
- "Company"** shall mean **WASHINGTON AFRICAN CONSULTING GROUP INCORPORATED**, a company duly incorporated in THE UNITED STATES OF AMERICA in the State of Texas under Registration Number 802041824 with its registered place of business at:

Private and Confidential

Po Box 128, Fate, Texas 75132 United States of America.

- "Council"** shall mean the Council Of Ministers of Libya as elected from time to time.
- "Decree No.378 of 2014"** shall mean Decree No.378 of 2014 of the Council, which Decree replaces and supersedes all previous decisions and Decrees relating to the subject matter.
- "El Bakshi"** shall mean **MOHAMMED ABDULLAH EL BAKSHI (PASSPORT NUMBER [REDACTED] - LIBYAN)** duly authorised representative of THE NATIONAL BOARD as per and evident from the Decree issued by the Council and him being a National Board Member.
- "Escrow Account"** shall mean the banking account designated for purposes of paying the commissions due in terms of this Agreement and instructed by and in terms of any relevant Escrow Agreement and or any Participation Commission Sharing Agreement to be attached thereto as it may apply and attached as Addendum to this Agreement and be regarded as an Addendum incorporated.
- "Escrow Agent"** shall carry the meaning as per the Escrow Agreement, if any.
- "IAN"** shall mean Implementation Assistance Notice(s) as issued from time to time by the Security Council to Member States.
- "Libya"** shall mean the "State of Libya" referring to the country state, the name formally adopted by the UN General Congress in January 2013.
- "Libyan(s)"** shall refer to a citizen of Libya duly recognised as such by the governing law of Libya as from time to time.
- "National Board"** shall mean The National Board For The Following-Up and Recovering Of The Libyan Looted And Disguised Funds, as per the Decree.
- "National Board Members"** shall mean the three members of the National Board being MOHAMED BELGACEM TAG ("Tag"), MOHAMED ABDULLAH EL BAKSHI ("El Bakshi") and YOUSSEF ALI SIRIHEID ("Siriheid").
- "Note"** shall mean the note verbale dated 24 June 2011 send from the Permanent Mission of RSA to the UN addressed to the Chair of the Committee.
- "NTC"** shall mean the Libyan National Transitional Council which was the de facto government of Libya during the War and

[REDACTED] Private and Confidential

for a period of ten months after the end of the War where after it handed executive power over to the GNC.

"Gaddafi"

shall refer to Colonel Muammar Gaddafi.

"GNC"

shall mean the General National Congress of Libya.

"Head of Government"

shall mean Prime Minister Abdullah Al Thani.

"Interpol"

shall mean the International Criminal Police Organization (ICPO, French: Organization internationale de Police Criminelle - OIPC), which is an intergovernmental organization facilitating international police cooperation comprising of 190 (one hundred and ninety) member states and with its head office in Lyon, France.

"Member States"

shall mean the member countries of the UN.

"Mandate"

shall refer to the authority vested in the Company, as per this Agreement, with the Company having the right of substitution, nomination and/or delegation of such specified authority to such nominee, which may be a person or legal entity, as required, as applicable to and required in the Surrounding Countries or any other country as it may apply.

"Panel"

shall mean Panel of Experts which was established pursuant to Resolution 1973 (2011) and extended pursuant to Resolution 2040 (2012), as extended by Resolution 2095 of 2013.

"Parliament" or "Government"

shall mean The House of Representatives as elected on the 25th of June 2014 who is responsible to elect the new Prime Minister as Head of Government, The House of Representatives replacing the GNC as the de facto Government of Libya.

"Signature Date"

shall mean the date on which this Agreement is signed by the Party signing last in time.

"Sirheid"

shall mean **YOUSSEF ALI SIRIHEID (PASSPORT NUMBER [REDACTED] - LIBYAN)** duly authorised representative of THE NATIONAL BOARD as per and evident from the Decree issued by the Council being a National Board Member.

"Tag"

shall mean **MOHAMED BELGACEM TAG (TAG) (PASSPORT NUMBER [REDACTED] - LIBYAN)** duly authorised representative of THE NATIONAL BOARD as per and evident from the Decree issued by the Council being a National Board Member.

- "UN"** shall mean the United Nations.
- "Resolution(s)"** shall mean decisions of the Security Council known as Security Council Resolutions.
- "Security Council"** shall mean the UN Security Council charged with maintaining peace and security among countries and Member States. The Security Council has the power to make binding decisions that Member States have agreed to carry out, under the terms of the CHARTER OF THE UNITED NATIONS, Article 25.
- "Security Council Committee"** shall mean the committee established in 2011 pursuant to Resolution 1970 (2011) concerning Libya.
- "UNCAC"** shall mean the United Nations Convention Against Corruption, a multilateral convention negotiated by Member States of the UN being the first global legally binding international anti-corruption instrument, which convention requires that state parties as signatories to the convention implement several anti-corruption measures which may affect their laws, institutions and practices aimed at preventing corruption, criminalizing certain conducts, strengthening international law enforcement and judicial cooperation, providing effective legal mechanisms for asset recovery, technical assistance and information exchange, and mechanisms for implementation of the Convention, including the Conference of the States Parties to the United Nations Convention against Corruption (CoSP). UNODC promotes UNCAC and its implementation.
- "UNODC"** shall mean The United Nations Office On Drugs And Crime. The UN Conventions and their related Protocols underpin all the operational work of the UNODC, the UNODC being the guardian of most of the related conventions, namely, The United Nations Convention against Transnational Organized Crime and The United Nations Convention against Corruption.
- "US"** shall mean the United States of America.
- "STAR"** shall mean the Stolen Asset Recovery Initiative which is cooperation between the World Bank Group and UNODC as defined in the Partnership Charter.
- "Valuator"** shall mean an independent expert appointed by the parties jointly and for purposes of this Agreement and shall be the audit firm of KPMG, with its main office in Washington DC, US, unless jointly and otherwise agreed by the parties and confirmed in writing.

"War"

shall refer to the Libyan Civil War which took place in Libya during 2011 in which forces aligned with the NTC overthrew the Jamahiriya Government of Gaddafi.

INTERPRETATION

- 1) In this Agreement, unless clearly inconsistent with or otherwise indicated by the context:
- 2) clause headings have been inserted for convenience only and shall not be taken into account in its interpretation or construction;
- 3) words importing the singular shall include the plural and vice versa;
- 4) words referring to one gender shall include a reference to the other genders;
- 5) words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement;
 - 5.1) any reference to –
 - 5.2) a "month" or a "year" shall –
- 6) in the case of a month, refer to a period commencing on any day in a calendar month and terminating on the corresponding day in the following calendar month inclusively of the first and exclusively of the last day; and
- 7) in the case of a year, refer to a period commencing on any day in a calendar year and terminating on the corresponding day in the following calendar year inclusively of the first and exclusively of the last day; and
- 8) the word "including" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they have the effect of, limiting the generality of any foregoing words;
- 9) a "person" includes any natural person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- 10) any statute includes any statute, regulation, legislation, rule, official directive, request, guideline or policy (whether or not having the force of law, but if not having the force of law, being of a type with which compliance is customary) of any Authority in force on the Signature Date and as amended, re-enacted or substituted from time to time; and
- 11) any other agreement, document or instrument shall be to that agreement, document or instrument as amended, varied, novated, supplemented or replaced from time to time;
- 12) when any number of days is prescribed, such number shall be calculated inclusively of the first and exclusively of the last day;
- 13) where any act is to be performed on a day which is not a Business Day, such act shall be performed on the next Business Day unless the next Business Day will fall within the following calendar month, in which case such act will be performed on the preceding Business Day;
- 14) where numbers are referred to in numerals and in words and there is any conflict between the two, the words shall prevail;

Private and Confidential

- 15) references to sections, clauses, schedules and appendices are to be construed as references to the sections, clauses, schedules and appendices of and to this Agreement;
- 16) if any provision in this Agreement is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to that provision as if it were a substantive provision in the body of this Agreement;
- 17) an event of default is "continuing" if it has not been waived or remedied;
- 18) all amounts referred to in this Agreement shall, unless otherwise stated, exclude Value Added Tax, if and when applicable;
- 19) the rule of construction that a contract or any term thereof shall be interpreted against the party responsible for the drafting of or preparation of that contract or term, shall not apply; and
- 20) unless otherwise specifically provided, no provision constitutes a stipulation for the benefit of any person who is not a Party to this Agreement herein.

CONFIRMATIONS AND STATEMENT OF INTENT

For purposes of interpretation of this Agreement and establishing protocol the Parties confirms the following statements to be true and correct and material to this Agreement and its implementation:-

1. Libya is currently governed by the Parliament under an interim constitution drawn up by the NTC. The Parliament has replaced the GNC as the de facto Government of Libya.
2. The Constitutional Government has the responsibility to draft a permanent constitution for Libya, which will in due course be put to a national referendum.
3. The UN formally recognized the country as "Libya" in September 2011, based on a request from the Permanent Mission of Libya, citing the Libyan Interim Constitutional Declaration of 3 August 2011. As in November 2011, the ISO 3166-1 was altered to reflect the new country name "Libya", which was later altered to the "State of Libya" as adopted by the UN.
4. The Government is desirous to identify, locate, track and by lawful seizure bring under firm control all and any Assets, and if required and where possible, repatriate such Assets to Libya.
5. The Government aims to achieve this through the firm and confirmed support of the US and its various organs of state and further and more specific via the Security Council, by way of Resolution(s), such Resolution(s) guiding all Asset recovery actions, with active assistance from i.e. Interpol, UNODC and STAR, as well as other duly authorized and constituted international bodies and law enforcement agencies.
6. The Government has consolidated its efforts to locate and secure the Assets in order to coordinate the efforts of all members of the Government as well as civil interest groups in Libya, and has done so by virtue of the now establishment and mandating of a single body responsible for this task. As such the NATIONAL BOARD was formed by Decree.

 Private and Confidential

7. The NATIONAL BOARD is led by a three member team constituting the National Board Members. The National Board replaces all previous bodies created for the task of recovering Assets.
8. Article 3 of the Decree stipulates that the NATIONAL BOARD will have the authority to take all necessary actions and arrangements to acquire knowledge of the Assets.
9. Article 4 of the Decree provides that the NATIONAL BOARD may seek the assistance of whomever it deems necessary from international and local experts to complete its tasks and it has to complete these tasks.
10. THE NATIONAL BOARD was therefore formed with the purpose of identifying, with a view to recovering the Assets, both frozen by other Member States and where hidden in other countries, by both Libyans and or other legal entities.
11. Assets are further defined as those hidden by designated individuals and are therefore within the remit of Panel and THE NATIONAL BOARD.
12. The focus of the Panel's efforts regarding the asset freeze measures has been directed towards the Assets of the *Libyan Investment Authority*, the *Libyan Africa Investment Portfolio* and the *Libyan Arab Foreign Investment Company* and towards the assets of the listed individuals, most of which are believed to be held abroad in various names and entities, and in this regard the Panel shall, where applicable, be requested to coordinate its efforts with THE NATIONAL BOARD.
13. In addition to seeking the assets of those already designated by the UN, THE NATIONAL BOARD is also endeavoring to identify Libyan nationals who are suspected of possessing or controlling Assets with a view to identifying and recovering those Assets through the courts and by formal legal administrative process in the countries in which they are located.
14. Furthermore, assuming that sufficient evidence is forthcoming and that the proposal to the Council is approved, designation of further individuals shown to be in unlawful possession of Assets would have the same effect of protecting any such Asset from removal and further concealment. Following any such designation, the matter would fall within the remit of the Panel and by implication THE NATIONAL BOARD.
15. In paragraph 9 of Resolution 2040 (2012), the Security Council directed the Committee to continuously review the remaining asset freeze measures imposed by Resolutions 1970 (2011) and 1973 (2011), as modified by Resolution 2009 (2011), with regard to the *Libyan Investment Authority* and the *Libyan Africa Investment Portfolio*, and decided to delist those entities as soon as practicable possible to ensure that their assets were made available to and for the benefit of the people of Libya.
16. Paragraphs 15 and 16 of Resolution 2009 (2011) have been interpreted by the Committee to mean that the asset freeze measures do not apply to any subsidiaries of the listed entities.
17. It is confirmed that the measures imposed by Resolutions of the Security Council now apply only to the listed individuals and to the assets of the aforementioned listed entities that were, or should have been, frozen outside Libya as from 16 September 2011.

Private and Confidential

18. In this regard, an IAN was issued to Member States.
19. The Panel is also mindful of the Security Council's intention, as expressed in paragraph 18 of Resolution 1970 (2011), to ensure that assets frozen pursuant to paragraph 17 will at a later stage be made available to and for the benefit of all Libyans.
20. The Panel also continues to monitor the implementation of the asset freeze measures by Member States and therefore continues to seek the cooperation of Member States with its investigations.
21. Guidance on the notification of exemptions to the asset freeze measures has been issued by the UN to Member States.
22. This guidance contains information aimed at assisting Member States in the implementation of the asset freeze imposed on certain Libyans and entities as listed by the Security Council or its Committee, and focuses particularly on the provisions for exemptions as described in the relevant Resolutions.
23. The UN monitors reported sanctions violations and determines appropriate actions to take in response.
24. The principal body mandated to monitor implementation of measures imposed in Security Council Resolutions 1970 (2011) and 1973 (2011) and modified by Resolution 2009(2011), and to examine and take appropriate action on information regarding alleged violations or non-compliance is the Committee established pursuant to Resolution 1970 (2011).
25. The Panel assists the Committee in carrying out its mandate through gathering, examining and analyzing information from Member States and other interested parties regarding the implementation of the sanctions and in particular, incidents of non-compliance (see Resolution 2040, paragraph 10b).
26. In doing so the Government and THE NATIONAL BOARD find support for its efforts in the stipulations of UNCAC. Chapter V of UNCAC establishes asset recovery as a "fundamental principle" of the convention. The provisions on asset recovery lay a framework, in both civil and criminal law, for tracing, freezing, forfeiting and returning funds (Assets) obtained through corrupt activities, in this case the activities of Gaddafi and Effected Parties.
27. The NATIONAL BOARD approach this task, and as such is mandating the Company in terms of this Agreement, based on a general understanding that Libya will in most cases receive back in free unencumbered possession all and any Assets, with the proviso that THE NATIONAL BOARD, through generally accepted law of evidence, be able to show, proof and substantiate legal ownership of any such Assets, in certain cases of legal dispute, taking into account and recognizing that each legal jurisdiction where any such Assets may be found, will, in all probability, be assessing each request for the disclosure, protection and ultimate repatriation of Assets on a case by case basis, taking cognizance of the merits of each claim of ownership, and as such no guarantee can be given by the Company, or any related party, that the total of all Assets

Private and Confidential

identified will be returned by effected Member States or other countries, as the case might be, and if returned, that such will be free from setoff or withholding penalties.

28. The NATIONAL BOARD is further aware that if no other arrangement is in place between the Council or THE NATIONAL BOARD and Member States, then Member States may refer and rely on UNCAC itself as a legal basis. Article 54(1)(a) of UNCAC provides that: *"Each State Party (shall)... take such measures as may be necessary to permit its competent authorities to give effect to an order of confiscation issued by a court of another state party"*.
29. As such THE NATIONAL BOARD are aware that the assistance of Member States and countries not member to the UN, or not in support of its rulings and laws, as it relates to this Agreement, will be sought by the Company, as duly mandated thereto, not in terms of an order of court issued by any Libyan court of law, but solely based on Resolutions as it pertains and direct negotiations with relevant government authorities.
30. Article 54(2)(a) of UNCAC also provides for the provisional freezing or seizing of property (Assets) where there are sufficient grounds for taking such actions in advance of a formal request being received by THE NATIONAL BOARD and as such the Company may rely on this provision, should the need arise.

RECORDAL

Taking account of the Confirmations and Statement of Intent it is now hereby recorded and the relevant Party confirm that:-

- a. The Company is committed to the process of assisting THE NATIONAL BOARD in identifying, seizing and repatriating to Libya all and any of the Assets, provided such is done taking account and abiding by the full letter of the law as pertaining as well as all Resolutions and any other law or regulations as it may apply from time to time, and further acknowledging that any such assistance provided by the Company to be reduced to writing and duly executed by the relevant mandated parties.
- b. As per Article 4 of the Decree THE NATIONAL BOARD confirms that it has the authority and may *seek the assistance of whomever it deems necessary from international and local experts to complete its tasks* and it has to complete these tasks. As such THE NATIONAL BOARD wishes to engage the services of the Company and extending such to the nominee of the Company to assist THE NATIONAL BOARD in fulfilling its duties.
- c. The Company has the experience and knowledge and is, willing and prepared to seek out identify/point out the location of Assets, subject to the provisions herein contained, and to actively facilitate and oversee the THE NATIONAL BOARD's attachment and seizure of the Assets by and with the assistance of the courts and other statutory institutions and law enforcement agencies and its delegated and duly authorised law enforcement bodies and structures, and further commit to do the same in all Member States or any other country, as and when possible and may apply.
- d. THE NATIONAL BOARD is therefore desirous to appoint the Company for this purpose, subject to and in terms of the provisions of this Agreement.

Private and Confidential

1 IDENTIFICATION AND VERIFICATION

- 1.1. The Company shall assist THE NATIONAL BOARD to investigate and verify all and any information relating to Assets and will make available without delay any information the Company may have received relating to the existence of any such Assets.

2. RECOVERY OF ASSETS

- 2.1 Assets verified as such shall, subject to such logistical and legal requirements as may be applicable in each case, be seized by the relevant authorities with the assistance of the Company, should such be legally allowed and executable, taking cognisance of the facts and circumstances of case and any legal requirements so contained, as the case might be and as it may apply from jurisdiction to jurisdiction, and recovered to a central collection point or holding account (such to be agreed by the parties), for dispatch or onward transfer to such destination, account or central fund as THE NATIONAL BOARD may direct and instruct, subject to such supervision as may legally and practically be required.
- 2.3 THE NATIONAL BOARD shall be responsible for all costs relating to the recovery and/or seizure of all Assets, such to be pre-approved by the parties in writing, cost to include but not be limited to any legal costs, transportation costs and or security arrangements, and the Company or its nominee will invoice such to the relevant person or designated entity as and when required to be deducted from the value of any Assets recovered where and if possible.
- 2.4 The parties acknowledge the risk of removal of Assets by outside agencies prior to attachment of Assets.
- 2.5 The parties shall therefore exchange information in the strictest confidence (subject to the relevant laws and Resolutions) and the Company and any nominee of the Company therefore undertakes to act with swiftness and urgency in recovering assets once it has been verified as Assets by the Company and confirmed as such by THE NATIONAL BOARD, and vice versa THE NATIONAL BOARD undertakes to provide THE COMPANY with written and urgent instructions on procedure and process as it may apply and required by THE COMPANY to perform the tasks assigned herein and instructed by the Mandate.

3. WARRANTIES PROVIDED BY THE NATIONAL BOARD

- 3.1 The National Board Members confirm and warrant that they are duly authorised in terms of the Decree to enter into this Agreement, thereby binding the said parties to the terms and conditions hereof, and that he has been duly authorised to contract with the Company for the specific purpose of recovery, taking under its control, managing and repatriating (if required) all Assets. It further confirms the validity of the Decree post elections held on 25th June 2014 and the election of the Parliament.
- 3.2 The National Board Members confirm that representatives of Libya has duly informed and consulted with the US and its various agencies on this matter and have received their support herein.

Private and Confidential

- 3.3 The National Board Members warrants that they indemnifies, as agent for THE NATIONAL BOARD the Company from any action by THE NATIONAL BOARD and or the Government or agency of any country including the US and other Member States as well as non-member countries, its agents, officials or any authority representing the parties referred to as well as any other third party seeking to bring a claim against the Company subject to the Company performing the functions and duties it is being contracted to perform in terms of this Agreement.
- 3.4 The National Board Members confirm that the activities and mandate of THE NATIONAL BOARD is still on date of signing of this Agreement regulated by the Decree and that no other body representing the Government and or the Council carry such authority.

4. WARRANTIES PROVIDED BY THE COMPANY

4.1 The Company warrants that:-

- 4.1.1 It carries and has knowledge/information as to the existence and whereabouts of the Assets, such information having come to the attention of the Company or its nominee after diligent and detailed investigations it has conducted in order to identify and confirm the nature and whereabouts of the Assets.
- 4.1.2 It was not in any way or manner involved in the removal of the Assets from Libya and/or concealing the Assets, and has not in any way benefited financially or otherwise derived compensation from the Assets being removed from Libya or by the concealment thereof by third parties, such warranty to also extend to the Directors of the Company as well as the Shareholders of the Company.
- 4.1.3 That it is not in breach of and will not contravene any local or international laws or Resolutions with regards to the Assets and the terms of this Agreement.

5. TERMINATION AND RISK

- 5.1 This Agreement will remain in force and effect unless cancelled in writing by both Parties agreeing thereto.
- 5.3 All risk in and to the Assets and any costs in securing same after it has been identified by the Company or its nominee will pass to THE NATIONAL BOARD subject to the undertakings by the Company in terms of this Agreement.

6. REMUNERATION

- 6.1 In recognition of having located and identified the Assets THE NATIONAL BOARD agrees to pay an amount equal to 10% (ten percentage) to the Company or its nominee(s), as provided for in Article 6 of the Decree, free from any withholdings and/or deductions, if and where possible, taking into account any local and or Applicable Laws, calculated on the net value of any liquid assets to be transferred, less any cost that has or is to be incurred, as agreed between the parties, such to apply to all Assets qualifying as liquid assets which the Company or its nominee has identified and successfully attached in terms of due process, in accordance with the relevant local legislation, as applicable from time to time.

Private and Confidential

- 6.2 Should the parties not agree on the value of any Asset as per clause 6.1 supra within 5 business days of such being duly attached and secured by the relevant local authorities, as applicable, then, in such instance the parties nominate the Valuator to determine the value of any such Asset, such valuation to be full and final and binding on the parties.
- 6.3 The 10% (ten percentage) will be paid to the nominated Escrow Account or other duly nominated account and be distributed according to the duly authorised instructions and agreements between the parties hereto.
- 6.4 The parties agree that all payments will be authorised, confirmed in writing and signed off by the Board who will make all payments required within 3 Business Days of having received any funds to be paid to the various beneficiaries and held in Escrow Account, and the Board will duly account for each payment received and subsequent payment made to each nominated beneficiary individually in the form and manner acceptable to each individual beneficiary.
- 6.5 The compensation referred to in herein will be paid to the Escrow Account for onward payment after verification of the Assets by the relevant authorities, and immediately upon and simultaneous to delivery and or payment thereof to THE NATIONAL BOARD or its nominated recipient or central fund, and the parties jointly undertake that it will do all things required from it to ensure that the local authorities adhere and comply with this payment instruction.
- 6.6 The NATIONAL BOARD referred to supra will be deemed earned and payable on all assets identified by THE COMPANY or its nominee as per this Agreement and so notified to THE NATIONAL BOARD, such done during the term of this Agreement, and will be payable after the termination of this Agreement on those Assets so identified by THE COMPANY or its nominee in terms of this Agreement during its application but not yet repatriated to Libya and or under the control of THE NATIONAL BOARD.

7. AUTHORITY

The signatories to this Agreement warrant that they have the due and proper authority to act on behalf of the respective parties.

8. CONFIDENTIALITY

- 8.1 Both parties undertake not to divulge directly or indirectly to third parties any information contained herein, or with respect to or emanating from their dealings with one another, or that may have come into their possession during the currency of this Agreement.
- 8.2 For the purpose of this agreement, "confidential information" of a party shall mean any information disclosed by that party to the receiving party prior to the conclusion of this agreement, in terms of this agreement, or otherwise in connection with the agreement.
- 8.3 Any legal obligations imposed on THE COMPANY will not be a breach of the confidentiality conditions contained herein.
- 8.4 Each party undertakes for the duration of this Agreement and thereafter to (and undertakes to procure that its employees will) keep all confidential information of the

Private and Confidential

other party which comes into possession of such party during the period of this agreement in strict confidence and will not divulge any confidential information to any third party or use any confidential information other than as contemplated in this agreement, subject however to the principles of international law relating to money laundering and terrorism, or any central bank or security regulations which may legally oblige a party to disclose such information.

9. VALIDITY

If any provision of this Agreement is found or held to be invalid or unenforceable, the validity and enforceability of all the other provisions of this Agreement will not be affected thereby.

10. DISPUTE RESOLUTION

10.1 If the Parties are unable to resolve any dispute, resulting from this Agreement by means of joint co-operation or discussion between the individuals directly involved with the execution of this Agreement within (5) five Business Days after a dispute arises or such extended time period as the Parties may in writing allow, then such a dispute shall be submitted to a panel of Arbitrators, consisting of (4) four people, (2) two to be nominated by each party to this agreement each Arbitrator to be registered as such with the State of Washington, US being a lawyer of a minimum (10) years experience, to be heard by the panel of Arbitrators within five (5) Business Days after it having been referred to them.

10.2 The panel as per clause 10.1 supra shall make a ruling within (10) Business Days after receiving the matter for arbitration.

10.3 Should the dispute not be resolved in the aforesaid manner, then it shall be resolved by way of normal legal process as the parties may choose to follow complying with clause 17 hereunder.

11. DOMICILIUM

The Parties elect the following addresses as their respective *domicilium citandi et executandi*:

11.1 THE NATIONAL BOARD

Tel: + 218 91 218 3441
Fax:
E-mail: mohamedbtag@gmail.com

11.2 THE COMPANY

Tel: + 1 202 999 6781
Fax:
E-mail: washingtonafricanconsulting@gmail.com

11.3 Either of the Parties may change its *domicilium citandi et executandi* to another address within the same country, by way of a notice to the other party to this Agreement, provided that such a notice is received by the addressee, at least 7 (seven) calendar days prior to such a change taking effect.

12. NOTICES

The Parties elect the addresses as stipulated in 12 above, as the addresses at which all notices and other communications must be delivered for the purposes of this Agreement.

12.1 Any notice or communication required or permitted to be given in terms of this Agreement shall only be valid and effective if it is in writing.

12.2 Any notice sent by telefax or e-mail to either of the Parties at its telefax number or e-mail address shall be deemed, unless the contrary is proved, to have been received:

12.2.1 if it is transmitted on any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and US public holidays, within 2 (two) hours of transmission;

12.2.2 if it is transmitted outside of these times, within 2 (two) hours of the commencement any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and US public holidays, after it has been transmitted.

13. ENTIRE AGREEMENT AND VARIATIONS

13.1 This Agreement constitutes the whole agreement between the Parties and supersedes all prior verbal or written agreements or understandings or representations by or between the Parties regarding the subject matter of this Agreement, and the Parties will not be entitled to rely, in any dispute regarding this Agreement, on any terms, conditions or representations not expressly contained in this Agreement.

13.2 No variation of or addition to this Agreement will be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.

13.3 Neither party to this Agreement has given any warranty or made any representation to the other party, other than any warranty or representation which may be expressly set out in this Agreement.

14. ASSIGNMENT, CESSION AND DELEGATION

The Parties shall be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other party or person without the prior written consent of the other.

15. RELAXATION

No indulgence, leniency or extension of a right, which either of the Parties may have in terms of this Agreement, and which either party ("the grantor") may grant or show to the other party, shall in any way prejudice the grantor, or preclude the grantor from exercising any of the rights that it has derived from this Agreement, or be construed as a waiver by the grantor of that right.

16. WAIVER

No waiver on the part of either party to this Agreement of any rights arising from a breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

17. GOVERNING LAW

The validity and interpretation of this Agreement will be governed by the laws of the US and the various States of the US as it may apply and for such purposes, irrevocably submits to the non-exclusive jurisdiction of any such court of first instance as it may apply to such State jurisdiction.

 Private and Confidential

SIGNED AT WASHINGTON, USA ON THIS ____ DAY OF AUGUST 2014

WITNESSES:

1. _____

ERIK ISKANDER GOAIED
On behalf of THE COMPANY

2. _____

SIGNED AT TRIPOLI, LIBYA ON THIS 22nd DAY OF AUGUST 2014

WITNESSES:

1. _____

MOHAMED BELGACEM TAG
On behalf THE NATIONAL BOARD

2. _____

SIGNED AT TRIPOLI, LIBYA ON THIS 22nd DAY OF AUGUST 2014

WITNESSES:

1. _____

MOHAMED ABDULLAH EL BAKSHI
On behalf THE NATIONAL BOARD

2. _____

SIGNED AT TRIPOLI, LIBYA ON THIS 22nd DAY OF AUGUST 2014

WITNESSES:

1. _____

YOUSSEF ALI SIRIHEID
On behalf THE NATIONAL BOARD

2. _____

 Private and Confidential