

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.

<p>1. Name and Address of Registrant</p> <p>Ben Barnes Group, 901 S MOPAC Expy, Ste 1-100, Austin, TX 78746</p>	<p>2. Registration No.</p> <p><i>Cooley</i></p>
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<p>3. Name of Foreign Principal</p> <p>The National Board for the Following-Up and Recovering of the Libyan Looted and Disguised Funds, through Washington African Consulting Group, Inc. ("WACG")</p>	<p>4. Principal Address of Foreign Principal</p> <p>The Libyan Government Prime Minister's Office Libya</p>
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5. Indicate whether your foreign principal is one of the following:

Government of a foreign country<sup>1</sup>

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

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

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, through WACG

b) Name and title of official with whom registrant deals

Mohamed Belgasem Tag, Board Member and Head of the Board, through Douglas Keith Foree & Erik Goaid, WACG

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

<sup>1</sup> "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:

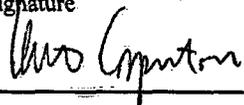
- Supervised by a foreign government, foreign political party, or other foreign principal Yes  No
- Owned by a foreign government, foreign political party, or other foreign principal Yes  No
- Directed by a foreign government, foreign political party, or other foreign principal Yes  No
- Controlled by 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
11/13/14	Kent Caperton, Attorney & Principal	

U.S. Department of Justice  
Washington, DC 20530

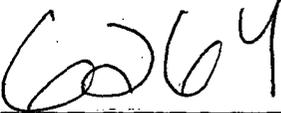
OMB No. 1124-0004; Expires April 30, 2017

**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  Ben Barnes Group	2. Registration No.  
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3. Name of Foreign Principal  
The National Board for the Following Up and Recovering of the Libyan Looted and Disguised Funds of the Transitional Government of Libya, through Washington African Consulting Group, Inc. ("WACG")

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.  
Providing consulting services to WACG, which is 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.

Providing consulting services to WACG, which is 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

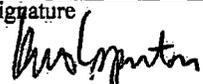
If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Ben Barnes Group 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.

Ben Barnes Group will achieve this purpose through providing consulting services to WACG, which is seeking to identify Libyan assets within the United States and abroad, but not in Libya. It will then provide WACG with consulting services concerning 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
11/13/14	Kent Caperton, Attorney & Principal	

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 AGREEMENT**

This agreement is entered August 27, 2014 between

**WASHINGTON AFRICAN CONSULTING GROUP, Inc**  
a Corporation with its main place of business at  
P.O Box 128, Fate, Texas 75132  
("Company"),

and

**BEN BARNES GROUP, L.P.**  
a Corporation with its main place of business at  
901 S. Mopac, Suite 1-100, Austin, Texas 78746  
("Consultant"),

in consideration of the following:

1. **Services.** Company hereby engages Consultant to provide it consulting services by telephone, electronic means and/or in person as may be requested and required by Company from time to time, and such consulting services will involve i.e. all and any aspects relating to the Company assisting the Libyan National Board for Following-Up and Recovering of the Libyan Looted and Disguised Funds in the implementation of the Libyan Decree of the Council of Ministers, Decree Number 378 of the year 2014, and duly discharging its duties thereunder.

Recognizing that the initial representation is limited, Ben Barnes Group will work with Company, its colleagues to i.e.:-

- 1.1 determine the scope of services,
- 1.2 review applicable statutes, regulations and disclosures as it may apply,
- 1.3 determine the likelihood of success and make recommendations accordingly,
- 1.4 adopt a strategy for implementation and execution, and

It is anticipated that the services of an international law firm will be required by the Company, and Consultant will recommend one or more firms for consideration. Such law firm's fees would be the responsibility of Company and will be engaged, if required, under separate agreement hereto. Consultant undertakes to work closely with such law firm in order to meet its obligation in terms of this agreement within the time frame stipulated.

Please note that strict adherence to all legal and ethical statutes, regulations, rules and standards will be an essential component of our representation. Similarly, Ben Barnes Group will not pursue this representation if it is found to be at odds with the policies and positions of the U.S. Government as it pertains to any foreign sovereignty and will immediately upon being become known inform in writing Consultant of any such conflict which may arise.

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Ben Barnes Group will not be representing a foreign government. Consultant shall report to and be directed primarily by Erik Goaled of Company.

Company recognizes that Consultant will not be engaged in full-time employment on behalf of Company and that Consultant has other projects and clients whose needs also will be met. Consistent therewith, Consultant will attempt to timeously and to the best of its abilities comply with the directions of Erik Goaled, working with him and his designee.

2. Compensation. Company will pay to Consultant a total of \$50,000.00 per month. The first payment is due upon execution of this agreement and on receipt of invoice by the Company. The second payment is due on October 1, 2014 and the third payment is due on November 1, 2014, both payments due and payable on presentation of a duly issued invoice to Company on stipulated dates.

In addition, Company shall reimburse Consultant for actual out-of-pocket expenses incurred in connection with services under this agreement upon receipt of an invoice therefor with receipts attached, subject to Company having pre-approved, in writing, any such expenses incurred. The invoices will be paid within fifteen (15) days of receipt at Consultant's office. All sums due hereunder shall be payable in Austin, Texas at the office of Consultant. The preferred method of payment is by electronic wire to:

DOMESTIC:

[REDACTED]  
[REDACTED] 01  
[REDACTED] 5  
[REDACTED] to:  
[REDACTED] LP

3. Term. This agreement shall commence on August 25, 2014, subject to the first payment as stipulated in Clause 2 supra be paid by the Company in terms of this agreement on or before this date, and shall end on November 30, 2014, unless sooner terminated under the terms and provisions hereof.

4. Termination. Either party may terminate this agreement by written notice given 30 days in advance of the termination date.

5. Litigation. It is agreed that Consultant's service shall not involve the ascertainment of any first-hand knowledge of any facts or circumstances whatsoever involved in any current or future litigation involving Company. Company will use its best efforts so as not to involve Consultant in any way in any litigation past, present or future in which Company is involved, including, but not limited to, criminal prosecution. Further, Company acknowledges that Consultant represents only Company and not any of its officers, employees, directors or shareholders in a personal capacity.

6. Independent Contractor. Consultant shall be an independent contractor of Company and not an employee of Company for any purpose whatsoever. Company is interested solely in the results to be

obtained from Consultant's services; however, no specific or general results have been promised. Company shall not withhold or in any way be responsible for the payment of any federal, state or local income, occupational taxes, FICA taxes, unemployment compensation, workmens' compensation contribution, vacation pay, sick leave, retirement benefits, or any other payments for or on behalf of Consultant or any of Consultant's employees. All such payments, withholdings and benefits are the responsibility of Consultant, and Consultant shall indemnify the Company against and hold it harmless from any and all loss or liability arising with respect to such payments, withholdings or benefits.

7. Non-disclosure. Consultant agrees that during the term of this agreement and following termination, it will not disclose Confidential Information to third parties except as required by duties to Company or applicable law. "Confidential Information" shall include any trade secrets, proprietary information, business plans, customer information, financial data, inventions or technology, policies or procedures, research, reports, software, or other types of information about Company's business developed by Company (or Company's representative). Upon termination of this agreement, Consultant will return to Company all documents data, software and any other materials either provided by Company to Consultant, in any format, or generated separately by either party, jointly, or by any third party, during the term of this agreement, as it relates to the subject matter and being in possession or under control of the Consultant, and such Confidential Information will remain and be regarded for all purposes as the proprietary intellectual property of Company.

8. Notice. Every notice required by the terms of this agreement shall be given in writing by serving the same upon the party to whom it was addressed personally or by registered or certified mail, return receipt requested, or by electronic means at the address set forth below or at such other address as may hereafter be designated by notice given in compliance with the terms hereof:

If to Company: Erik Iskander Goaid  
Washington African Consulting Group, Inc.  
P.O. Box 128  
Fate, Texas 75132

If to Consultant: Mr. Ben Barnes  
Ben Barnes Group  
901 S. Mopac, Suite 1-100  
Austin, Texas 78746

9. Assignment. This agreement may be transferred or assigned by Company to any legal entity resulting from a merger, consolidation or other reorganization of Company, or any entity to which Company may transfer all or substantially all of its assets in business, and such assignee or transferee shall succeed to the rights and be bound by all the obligations of Company hereunder. Consultant may not assign this agreement.

10. Entire Agreement. This agreement shall constitute the entire agreement between Company and Consultant with respect to the subject matter herein and shall supersede all prior contracts or agreements between them.

  
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11. Amendments. No modification of any of the provisions hereof shall be binding upon either party unless in writing and signed by the party against whom such modification is sought to be enforced.

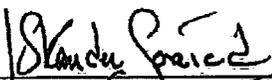
12. Applicable Law. This agreement shall be governed by the substantive laws of the State of Texas without regard to its conflicts of laws provisions. Venue and jurisdiction of any action involving this agreement shall be in Texas unless otherwise agreed and consented to by both parties in writing.

13. Attorney's Fees. If this agreement is placed in the hands of an attorney due to default in the terms hereof, the non-defaulting party shall be entitled to recover from the defaulting party all costs of enforcing this agreement including reasonable attorneys' fees.

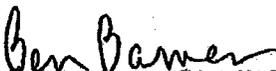
By its execution below, Company acknowledges that the undersigned has authority to bind Company to the terms of this agreement without further corporate act.

EXECUTED by the parties as of date stated above.

**COMPANY:**  
WASHINGTON AFRICAN CONSULTING GROUP, Inc

By:   
Erik Iskander Goated  
Secretary, Treasurer of the Corporation.

**CONSULTANT:**  
BEN BARNES GROUP, LP

By:   
Ben Barnes

