

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**

Ben Barnes Group, 1003 Rio Grande, Austin, TX 78701

**2. Registration No.**

6322

**3. Name of Foreign Principal**  
AS Prima Societas Limited**4. Principal Address of Foreign Principal**  
First Floor, Mandar House, Johnson's Ghut  
PO Box 3257, Road Town, Tortola, BVI**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 checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group                |
| <input type="checkbox"/> Association            | <input type="checkbox"/> Other ( <i>specify</i> ) _____ |
- Individual-State nationality

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

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

**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.

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Revised 03/14

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.

General purpose law firm

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.)

AS Prima Societas Limited is a general purpose law firm that is wholly owned and controlled by a Artem Saprykin. Consulting fees paid to registrant Ben Barnes Group from AS Prima Societas Limited are subsidized by Makar Paseniuk.

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 question 9

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
10/7/15	Kent Caperton, Attorney & Principal	

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U.S. Department of Justice  
Washington, DC 20530**Exhibit B to Registration Statement**  
**Pursuant to the Foreign Agents Registration Act of**  
**1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Ben Barnes Group

2. Registration No.

6322

3. Name of Foreign Principal

AS Prima Societas Limited

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.

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Revised 03/14

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

Consulting services to AS Prima Societas Limited to promote its interests in the international investment community and promote the economic and geopolitical interests of the government of Ukraine.

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 introduce AS Prima Societas Limited to United States officials and decision makers concerning its interests in the international investment community and to promote the economic and geopolitical interests of the government of Ukraine.

**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  
Oct 8, 2015

Name and Title  
Kent Caperton, Attorney & Principal

Signature  


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 September 23, 2015 between AS Prima Societas Limited, ("Company") and Ben Barnes Group, L.P. ("Consultant") in consideration of the following:

1. Services. Company hereby engages Consultant to provide consulting services by telephone, electronic means and in person as requested by Company. The services shall involve representing the company with regard to investment activity and opportunities, positioning the Company within the investment community at large, government and community advocacy, and such other services that company designates. ~~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.~~

2. Compensation. Company will pay to Consultant a total of \$100,000 per month, the ~~first payment of which is due no later than October 15, 2015.~~ 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 client approval. The invoices will be paid within fifteen (15) days of receipt at Consultant's office. All sums due hereunder shall be payable in Austin, Travis County, Texas at the office of Consultant. The preferred method of payment is by electronic wire:

International:



For further credit to:

A handwritten signature in black ink, appearing to be a stylized 'B' or similar character.



3. Term. Execution of this agreement shall commence on September 23, 2015 and shall end on September 1, 2016, 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. Ethical - Disclosure Issues. Strict adherence to all legal, ethical and disclosure statutes, rules and regulations is an essential component of Consultant's representation. Company agrees to provide all necessary information to Consultant in order to achieve this goal.

6. 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.

7. Independent Contractor. Consultant shall be an independent contractor of Company and not an employee of Company. 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

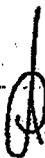
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responsibility of Consultant, and Consultant shall indemnify the Company against and hold it harmless from any and all loss or liability arising with respect to such payments, withholdings or benefits. Consultant shall not be considered an employee of Company for any purpose whatsoever.

8. Nondisclosure. 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 in its possession which pertain to Company's business or which contain Confidential Information.

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.



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.

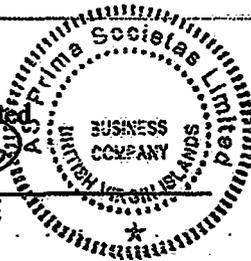
12. Applicable Law. This agreement shall be governed by the substantive laws of the State of Texas without regard to its conflicts of laws provisions. Venue and jurisdiction of any action involving this agreement shall be in Travis County, Texas.

13. Attorney's Fees. If this agreement is placed in the hands of an attorney due to default ~~in the terms hereof, the nondefaulting 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:  
AS Prima Societas Limited  
By:   
Andreas Frangos



CONSULTANT:  
BEN BARNES GROUP, L.P.

By:   
Ben Barnes