



Memorandum of Shared Understanding

The Livingston Group (TLG) welcomes and looks forward to assisting the Gaddafi International Charity and Development Foundation (Foundation) in its efforts to develop awareness and understanding in the United States. In an effort to support the Foundation's efforts effectively and wisely, TLG suggests the parties establish a Memorandum of Shared Understanding (MOU) as set forth below. This will allow us to comply fully with US laws and thereby protect our efforts on behalf of the Foundation.

1. TLG partners look forward to providing the Foundation with strategic advice and counsel and other assistance with respect to visits to the United States by senior leadership of the Foundation, in particular Saif Al Islam Al Gaddafi. This assistance will include advice on planning trips and assistance identifying and arranging meetings with members of the United States government, business leaders, non-governmental organizations and other individuals of possible interest and benefit to the Foundation.
2. Both parties look forward to this cooperative effort and will provide reasonable and necessary communication and assistance so that TLG is able to deliver the services described in this MOU.
3. TLG will provide these services in a lawful and ethical manner and in full compliance with all applicable laws, rules and regulations of the United States, particularly those regulating Federal lobbying activities. While the timing for filing may occur after the initial visit is completed, it will minimize any unnecessary focus on the Foundation's visit or potential criticism for noncompliance.
4. TLG will provide this assistance pro bono and without charge or fee for its services. It is expected the Foundation will undertake certain activities and incur expenses to ensure a successful visit, e.g. transportation, meals, lodging, and other categories. It is understood that the Foundation will arrange advance payment for these expenses. If it is more convenient for TLG to do so, then the Foundation will provide TLG with a credit card account, advance payment of funds, or other financial information necessary so TLG can make and secure reservations and handle logistical details and other expenses associated with any visits. No expenditure or commitment of funds will be made by TLG without the approval of the Foundation.
5. This MOU will remain in effect until either The Foundation or TLG advises of cancellation in writing or by mutual written agreement of both parties.

02/27/2009

The undersigned hereby acknowledge, accept and agree to be bound by the terms and conditions of this MOU.

J. Allen Martin Oct. 13, 2008
 J. Allen Martin Date
 Partner
 The Livingston Group, LLC.

J. M. Sawani Oct 21, 2008
 On behalf of: Date
 Gaddafi International Charity
 and Development Foundation

Non-Disclosure Agreement

In conjunction with the upcoming visit (November – December 2008) to the United States by senior leadership of the The Gaddafi International Charity and Development Foundation (Foundation), in particular Saif Al Islam Al Gaddafi, The Livingston Group, LLC (TLG) and its representatives hereby agree to treat as confidential all information developed with TLG's strategic advice and counsel and other assistance with respect to the visit. This assistance will include advice on planning the trip and assistance identifying and arranging meetings with members of the United States government, business leaders, non-governmental organizations and other individuals of possible interest and benefit to the Foundation.

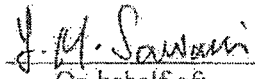
This information will be treated in a confidential nature and as proprietary to the Foundation and TLG. Proprietary Material shall be deemed to include all notes, analyses, compilations, studies, interpretations or other documents prepared by you or your Representatives which reflect or are based upon the information furnished to you or your Representatives, but does not include information which is or becomes generally available to the public or through the media.

TLG will not disclose any of the Proprietary Material in any manner unless the Foundation consents to any such disclosure of information subject to its prior written consent. TLG may disclose the information on a need to know basis for the sole purpose of appropriate service to Saif Gaddafi and the Foundation during the visit to the United States.

This agreement does not in any way prevent or restrict TLG from filing any appropriate ethics disclosure form with entities of the United States government should such disclosure be required by the circumstances of its representation of the Foundation. TLG will advise the Foundation of any such need for disclosure and its contents. Nothing contained herein shall be deemed to limit any preexisting contractual obligations you may have.

Please confirm your agreement with the foregoing by signing and returning one copy of this letter to the undersigned, whereupon this Agreement shall become a binding agreement between you and the Company.


J. Allen Martin Date
Partner
The Livingston Group, LLC


On behalf of: Date
Gaddafi International Charity
and Development Foundation

