

Revised

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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 .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 The Whitaker Group	2. Registration No. 5539
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3. Name of Foreign Principal The Lesotho National Development Corporation (LNDC)

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Check Appropriate Boxes:

- 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.
The Whitaker Group shall act as the agent of the Lesotho National Development Corporation on matters pertaining to trade advocacy and media outreach.

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

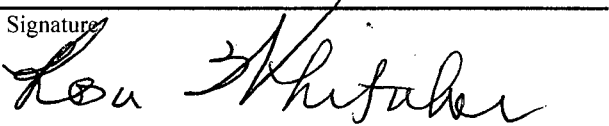
The Whitaker Group will engage in advocacy efforts concerning the African Growth and Opportunity Act. The Whitaker Group will also engage in media relations on behalf of the Lesotho National Development Corporation.

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.

The Whitaker Group will advocate for trade and investment policies that will be beneficial to the Lesotho National Development Corporation. The means for achieving this goal will be meetings and communications with U.S. government policy makers.

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Date of Exhibit B	Name and Title	Signature
01/22/2010	Rosa Whitaker	

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.

Revised

CONSULTANCY AGREEMENT

Between

LESOTHO NATIONAL DEVELOPMENT CORPORATION represented herein by **Motebang Mokoaleli** being duly authorised by virtue of a General Power of Attorney dated the 14th of August 2009, and registered under No 29141 (the Corporation)

and

THE WHITAKER GROUP INC, of 1133 21st Street, NW, Suite 405, Washington, District of Columbia 20036, represented herein by **Rosa Whitaker** in her capacity as Chief Executive Officer (the Group)

1. PREAMBLE

- 1.1. The parties herein entered into a trade and investment promotion contract in July 2004.
- 1.2. The contract referred to above was terminated in 2009 due to lack of funds from LNDC.
- 1.3. The parties are now desirous to enter into a new activities based contract, exclusively on trade policy advocacy and media outreach with a performance-based scope of work.

NOW THEREFORE, the parties herein agree as follows:

2. RECORDINGS

The parties agree that the Group will act as agent of the Corporation and provide the services outlined in the **TWG**

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Revised Terms of Reference hereto annexed as integral part of this Consultancy Agreement.

3. DURATION OF THE CONTRACT

This contract shall be for a period of twelve months effective from the execution of this Agreement.

4. PERFORMANCE OF SERVICES

The assessment of the Group's performance shall be based on the revised terms of reference referred to at paragraph two (2) above.

5. REPORTING


The Group shall prepare quarterly reports on its achievements, and shall submit them to the Corporation.

6. PAYMENT

The Corporation will pay a fee of **One Hundred and Fifty Thousand United States Dollars (\$150,000.00)** to the Group for services provided under this contract. The fee will be paid in three installments. The first installment of **Fifty Thousand United States Dollars (\$50,000.00)** will be due upon the execution of this Agreement. The second instalment of **Fifty Thousand United States Dollars (\$50,000.00)** will be due 4 months after the execution of this Agreement. The third and final installment of **Fifty Thousand United States Dollars (\$50,000.00)** will be due 8 months after the execution of this Agreement. The Group will submit invoices to the Corporation for each of these payments.

7. NEW PROJECT APPROVAL

The Group and the Corporation recognize that the Group's Services will include working on various projects for the Kingdom of Lesotho. The Group shall obtain written approval of the

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Corporation prior to the commencement of a new project. If such approval is secured, the Contract will be amended as envisaged in the second paragraph of paragraph one (1) of the attached revised terms of contract.

8. TERM/TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

9. RELATIONSHIP OF PARTIES

It is understood by the parties that the Group is an independent contractor with respect to the Corporation, and not an employee. The Corporation will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Group.

10. EMPLOYEES

The Group's employees, if any, who will perform services for the Corporation under this agreement, shall also be bound by the provisions of this Agreement.

11. ASSIGNMENT

The Group's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Corporation.

12. INTELLECTUAL PROPERTY

The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

12.1 Consultant's Intellectual Property. The Group does not personally hold any interest in any Intellectual Property.

[Handwritten signatures and initials]

12.2 Development of Intellectual Property.


Any improvements to Intellectual Property owned by the Corporation discovered or developed by the Group (or its employees, if any) during the term of this Agreement shall be the property of the Corporation. The Group shall sign all documents necessary to protect the rights of the Corporation in such Intellectual Property, including the filing and/or prosecution of any applications for documents necessary to assign the rights to such Intellectual Property to the Corporation.

13. CONFIDENTIALITY

The Corporation recognizes that the Group has and will have the following information:

- future plans
- business affairs
- process information
- technical information
- customer lists
- copyrights

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of the Corporation and need to be protected from improper disclosure. In consideration for the disclosure of the information, the Group agrees it will not at any time or in any manner either directly or indirectly, use any information for its own benefit, or divulge, disclose, or communicate in any manner any information to any third party without the prior written consent of the Corporation. The Group will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

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14. CONFIDENTIALITY AFTER TERMINATION

The confidentiality provisions of this Agreement shall remain in full force and effect during and after the termination of this Agreement.

15. RETURN OF RECORDS

Upon termination of this Agreement, the Group shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in its possession or under its control and that belong to the Corporation or relate to the Corporation's business.

16. PERFORMANCE GUARANTEE

The Group shall supply the Corporation with a written and duly signed performance guarantee, in respect of obligations to be performed by the Group in terms of this Agreement.

17. NOTICES


All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

The Corporation:

Lesotho National Development Corporation
Block A, Development House
Kingsway Street
Maseru 100
Lesotho

The Whitaker Group INC:

The Whitaker Group INC
1133 21st Street, NW, Suite 405
Washington, District of Columbia 20036
USA

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Either party may change these chosen addresses from time to time by providing written notice to the other in the manner set forth above.

18. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. No variation or addition of this agreement shall be of any legal efficacy save in so far as same is reduced to writing and signed by the parties herein.

19. AMENDMENT


This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties, in the event of any circumstances arising which both parties agree that it is for the enhancement of the spirit of this Agreement.

20. SEVERABILITY

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that

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23. DISPUTE RESOLUTION

In the event that a dispute arises, resolution shall be by relevant International Arbitration forum, with full powers to give a final Award on the matter.

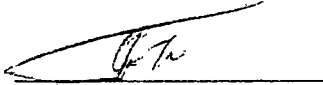
Signed at Maseru on the 15 day of Jan, 2010

WITNESSES:



For Lesotho National Development Corporation

1.

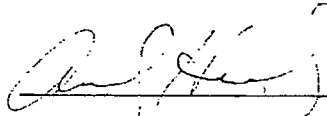


2.



Signed at Maseru on the 15th day of December, 2009

WITNESSES:

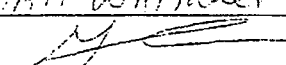


For The Whitaker Group LLC

1.

David A. Samson
David A. Samson

2.

BAIL Whitaker


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