

Privacy Act Statement. 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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, Criminal 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.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant FAHMY HUDOME INTERNATIONAL, LLC 815 Connecticut Ave, NW #200 Washington DC 20006	2. Registration No. 5632
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3. Name of foreign principal Government of Libya	4. Principal address of foreign principal Tripoli, Libya
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5. Indicate whether your foreign principal is one of the following:

- Foreign government
- 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. Government of Libya
- b) Name and title of official with whom registrant deals. TBD

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

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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

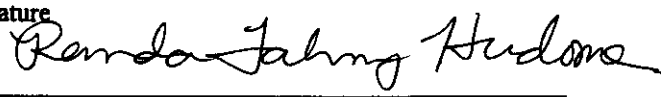
Controlled by a foreign government, foreign political party, or other foreign principal Yes No

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.

Date of Exhibit A	Name and Title	Signature
7/15/04	Randa Jahmy Hudome President, FHI	

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.

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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, Criminal 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 FAHMY HUDOME INTERNATIONAL LLC	2. Registration No. 5632
3. Name of Foreign Principal Government of Libya	

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. * unexecuted copy attached. Signed contract will be forthcoming.
- 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.

This contract is for government relations and strategic advice. Fahmy Hudome International will represent the Government of Libya by communicating with various ^{USG} Government officials, private sector, U.S. Representatives, the media, and non-profit organizations.

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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.

FHI will disseminate information regarding U.S.-Liberia relations via memos, the internet, telephone calls, meetings, newspaper articles, press releases, letters, etc.

This information will be disseminated to various U.S. government officials, the media, the nonprofit sector and the private sector.

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.

FHI will assist the Government of Liberia with strategic advice, counsel, recommendations, planning, positioning, and execution of short term and long term goals in enhancing U.S.-Liberia relations.

FHI will execute this by communicating with U.S. government officials in both written documents and personal meetings.

Date of Exhibit B 7/15/04	Name and Title Randa Fahmy Hudson, President	Signature Randa Fahmy Hudson
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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 interests, policies, or relations of a government of a foreign country or a foreign political party.



Consulting Agreement between Fahmy Hudome International, L.L.C. and the Government of Libya

JULY 1, 2004

This document constitutes the legal consulting agreement between Fahmy Hudome International, LLC (FHI) and the Government of Libya (GOL) for the next 12 months (July 1, 2004-July 1, 2005). With the unique, extensive and respected policy experience of FHI, the GOL will be provided with the best possible advice, counsel and action as to how to position and enhance its relationship with the United States, and strengthen Libya's interests. This will include work directly with the executive and legislative branches of government, with the media, with the corporate sector, and with the policy community regarding the issues facing the GOL in this crucial period of developing positive, long-term U.S.-Libyan relations. The FHI philosophy is to focus on a limited number of significant clients, insuring availability to the client and providing quality service and counsel.

I. Scope of work:

FHI will assist the GOL with strategic advice, recommendations, planning, positioning, and execution of short and long term goals to advance U.S.-Libyan relations, visibility, credibility, rapprochement and normalization.

FHI primarily will work to better inform and educate the media, U.S. Government/Executive Branch officials, Members of Congress, non-governmental organizations, policy think tanks, educational institutions, the private sector, "influentials," and congressional and presidential campaigns on issues relating to the GOL and Libyan/US relations. In doing so, we also will work with the GOL Interest Section as directed, and provide foreign policy updates and timely recommendations, along with reports of our activities. In addition we will assist GOL officials visiting the United States in their plans, appointments and messages and will provide a resource and liaison for USG officials and others of importance visiting Libya. We also will identify targets of opportunity for improving the Libya-U.S. relationship.

Our pledge is to provide the GOL with cutting edge, confidential, ethical, credible, respectful, honest and timely advice, counsel and action.

II. Compensation:

FHI and the GOL (the Parties) agree that compensation will be dispensed in the form of four (4) quarterly retainers through wire transfer, beginning on July 1, 2004 and thereafter, October 1, 2004, January 1, 2005, and April 1, 2005. Work will commence immediately upon payment of the first retainer, July 1, 2004.

A. Retainer

The Parties agree that quarterly retainers in the amount of \$ 302,500.00 will be payable to FHI by bank wire transfer on the first day of each of the four (4) pay periods beginning July 1, 2004. [Please note that the initial July 1, 2004 quarterly payment will be \$565,000 reflecting initial one-time start up costs- See Attachment "A"]

Bank
Account
Information

[REDACTED]

This agreement, in essence, constitutes a contractual obligation between FHI and the GOL. This contract will extend for twelve (12) months through July 1, 2005, at which time the agreement will be reviewed for extension and renewal by both the Parties.

III. Terms of Agreement:

FHI's conduct shall be in complete accordance with the applicable laws, regulations and policies of the United States.

The cancellation of any of these services by either Party must be thirty (30) days in advance of action taken through written notification to the other Party. In the event of a lawsuit or any other proceedings commenced against FHI arising out of or in connection with services provided under this Agreement, the GOL shall fully indemnify FHI for any normal losses and damages incurred thereby, including attorney's fees and expenses. In the event of termination, the fee for FHI services will be prorated and paid by the GOL on the basis of the portion of the term elapsed since the last payment, and after expenses, if money is owed to the client from FHI that will be returned.

This Agreement can be amended only in writing executed by the Parties or the authorized representatives of both Parties.

AGREED TO AND ACCEPTED BY:

FAHMY HUDOME INTERNATIONAL, LLC

DATE:

GOVERNMENT OF LIBYA

DATE:

ATTACHMENT A--QUARTERLY BUDGET

PROJECT START DATE-- July 1, 2004

QUARTER 1

Initial One-Time Set-up Cost

Initial Consulting Fee	\$200,000
Office Fit Out	\$30,000
Equipment—Computers, fax, copiers, etc.	\$25,000
Stationery & Supplies	\$10,000

Total Set-Up Cost \$265,000

Salaries and Overhead \$262,500

Professional Fees—Legal and Surveys \$10,000

Communication Expense—Phone, Fax, Internet \$7,500

Subscriptions—Publications & Research Services \$2,500

Travel Expense \$15,000

Conference Fees \$2,500

TOTAL QUARTER 1 EXPENSES \$565,000

QUARTERLY EXPENSES: QUARTERS 2 - 4

Salaries and Overhead	\$262,500
Professional Fees	\$10,000
Communication Expense	\$7,500
Supplies	\$2,500
Subscriptions	\$2,500
Travel Expense	\$15,000
Conference Expense	\$2,500

TOTAL EXPENSES--QUARTERS 2-4 \$302,500

TOTAL TWELVE MONTH EXPENSES \$1,472,500.00