

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 Watts Partners (JC Watts Companies) 601 Pennsylvania Ave, NW #900 Washington, DC 20004	2. Registration No. <p style="text-align: center;">5641</p>						
3. Name of Foreign Principal ARISE Consult, Ltd.	4. Principal Address of Foreign Principal 7 Grosvenor Gardens Belgravia London, United Kingdom SW1W0BD						
5. Indicate whether your foreign principal is one of the following:							
<input type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; padding: 0 10px;"><input type="checkbox"/> Partnership</td> <td style="width: 50%; padding: 0 10px;"><input type="checkbox"/> Committee</td> </tr> <tr> <td style="padding: 0 10px;"><input checked="" type="checkbox"/> Corporation</td> <td style="padding: 0 10px;"><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td style="padding: 0 10px;"><input type="checkbox"/> Association</td> <td style="padding: 0 10px;"><input type="checkbox"/> Other (<i>specify</i>) _____</td> </tr> </table> <input type="checkbox"/> Individual-State nationality		<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>) _____
<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>) _____						
6. If the foreign principal is a foreign government, state:							
a) Branch or agency represented by the registrant <p style="text-align: center;">N/A</p>							
b) Name and title of official with whom registrant deals <p style="text-align: center;">N/A</p>							
7. If the foreign principal is a foreign political party, state:							
a) Principal address <p style="text-align: center;">N/A</p>							
b) Name and title of official with whom registrant deals N/A							
c) Principal aim N/A							

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¹ "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. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Watts Partners will:

- (a) Initiate and maintain communications with key Congressional Committees, Members of Congress, key Congressional Caucuses and decision makers in the Federal Executive branch;
- (b) Coordinate and arrange meetings with appropriate Government officials and key Congressional contacts;
- (c) Analyze various Congressional legislative and Executive branch program/policy initiatives; and
- (d) Prepare written updates and assessments of US programs and policies affecting the Government of South Sudan as appropriate.

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.

Watts Partners will:

- i. Confer with USG personnel, key NGOs and other contacts on all organizational, planning, legislative policies and projects, and projects which have a bearing on the Government of South Sudan's (GOSS) political and economic relations in the
- ii. Assist in the design, production and distribution of appropriate materials focusing on achieving improved US- GOSS relations.
- iii. Coordinate and insure appropriate communication of the GOSS's Government-to-Government agenda items to key Members of Congress and decision makers in the federal Executive branch.
- iv. Facilitate direct discussions by GOSS officials with appropriate Congressional and other U.S. government officials regarding the GOSS's Government-to-Government agenda.

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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
July 06, 2015	Steven L Pruitt, Managing Partner	/s/ Steven L Pruitt eSigned

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.

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 Watts Partners, JC Watts Companies	2. Registration No. 5641
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3. Name of Foreign Principal ARISE Consult, on behalf of the Republic of South Sudan

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.

Watts Partners has been retained as a Subcontractor to ARISE Consulting to provide U.S. based Government-to-Government advocacy and business development advisory services for the President and governing bodies of the Republic of South Sudan.

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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.

ARISE Consult, Ltd is a public relations and public affairs consulting firm providing international public relations services to the Government of the Republic of South Sudan.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

ARISE Consult, Ltd is a public relations and public affairs consulting firm providing international public relations services to the Government of the Republic of South Sudan.

ARISE receives consulting fee payments under contract from the Government of the Republic of South Sudan.

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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.

Anne Welsh, President

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
July 06, 2015	Steven L Pruitt, Managing Partner	/s/ Steven L Pruitt

eSigned

**AGREEMENT FOR GOVERNMENT-TO-GOVERNMENT
ADVOCACY AND PUBLIC AFFAIRS SERVICES**

This Agreement (hereinafter "the Agreement") was entered into effective July 1, 2015, by and between the Arise Consult, Ltd. (hereinafter "ARISE"), and Watts Partners [a subsidiary of the J.C.Watts Companies], with registered offices located at 601 Pennsylvania Avenue, NW, Suite 900, Washington, D.C. 20001, United States of America (hereinafter "WP").

Taking into account the mutual commitments herein, and understood as a condition for the consultancy services that WP will provide to ARISE, that these services are being extended in relation to ARISE's representation of the Government of South Sudan ("GOSS"), directly or under the direction of its designated signatory, the ARISE and WP (hereinafter "the Parties") hereby agree to the following:

1. GENERAL

ARISE seeks to retain the services of WP to provide Government-to-Government advocacy services on behalf of its client the GOSS before the federal government of the United States of America, in particular to:

1. Engage in providing consultancy services on government-to-government relations, public relations and business advisory services; and
2. Assist the GOSS in engaging respected, US based third party organizations and corporations.

2. PURPOSE AND SCOPE OF THE SERVICES.

- a. ARISE hereby retains the services of WP to provide Government-to-Government advocacy and business development advisory services on behalf of the President and governing bodies of the Republic of South Sudan.
- b. WP shall perform the professional services required to implement this strategy.
- c. WP shall render its services under the direction of ARISE.
- d. WP shall be in regular contact with ARISE to receive instructions, report any progresses and coordinate activities, unless the circumstances require a more or less frequent communication.
- e. To the extent possible, ARISE and the GOSS shall cooperate and provide the support and assistance that WP may require to fulfill its activities.

In the course of this Agreement, WP will:

- i. Confer with ARISE as may be necessary, at the times and places mutually agreed to, on all organizational, planning, legislative activities and projects which have a bearing on the GOSS's Government-to-Government agenda.
- ii. Assist in the design and production of appropriate materials focusing on achieving the GOSS's Government-to-Government agenda.
- iii. Coordinate and insure appropriate communication of the GOSS's Government-to-Government agenda items to key Members of Congress, and as needed, decision makers in the federal Executive branch.

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- iv. Facilitate direct discussions with appropriate Congressional and other U.S. government officials regarding the GOSS's Government-to-Government agenda.

Specifically, the Firm will:

- (a) Initiate and maintain communications with key Congressional Committees, Members of Congress, key Congressional Caucuses and decision makers in the Federal Executive branch;
 - (b) Coordinate and arrange meetings between Coalition personnel and appropriate Government officials and key Congressional contacts;
 - (c) Analyze various Congressional legislative and Executive branch program/policy initiatives related to the GOSS's agenda and actions; and
 - (d) Prepare written updates and assessments of progress on achieving the GOSS's Government-to-Government objectives as requested.
- v. Assist in the development and implementation of further comprehensive Government-to-Government strategies to access and mobilize key Congressional support in the U.S. Congress.

3. INDEPENDENT SUBCONTRACTOR.

- a. The Parties hereto agree that in the provision of the services set forth in this Agreement, WP shall act as an independent Subcontractor of ARISE. In such capacity, WP shall have no power to commit to or bind ARISE with any right, faculty or authority to create an obligation, whether express or implicit, or to demand on behalf of the GOSS, except for such issues expressly authorized in writing by the Government or ARISE from time to time.
- b. No provision contained herein shall be considered or construed as having the intention to create a joint venture, partnership, representation, or an employer-employee relation between the Parties for any purpose. In this respect, any personnel working for WP during the effective term of this Service Agreement have no labor relation or relation of any other nature with ARISE.

4. DURATION.

- a. This Agreement shall be in force for a period of 90 days, from July 1, 2015, to September 30, 2015.
- b. If at the end of the period of this Agreement it is found acceptable to both parties, ARISE or the GOSS may retain the services of WP through new agreements that will therefore be promoted. The duration of any new agreement shall be agreed by ARISE or the GOSS and WP according to their mutual determination.
- c. Upon termination of this Agreement, regardless of the reason for termination, WP shall turn over to ARISE, upon their request and free of any cost whatsoever, copies of all the work done and of the documents prepared or acquired by WP under this Agreement, as well as all the materials that ARISE might have furnished to WP that may be related to this Agreement. ARISE, in turn, shall remit final payment to WP for any outstanding expenses upon the aforementioned termination.
- d. Any amendment to this Agreement requires the approval of both Parties. In the event of an amendment, all other unaltered conditions hereunder shall maintain their full force and effect.

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14. APPLICABLE LAW.

The construction and execution of this Agreement shall be governed by the laws of the District of Columbia, City of Washington, D.C., United States of America.


15. NOTICES.

Any notices shall be delivered by prepaid, stamped, registered mail to the following addresses:

To **Watts Partners**
Attention: Steven Pruitt, Managing Partner
601 Pennsylvania Avenue, NW, Suite 900
Washington, D.C. 20001
United States of America

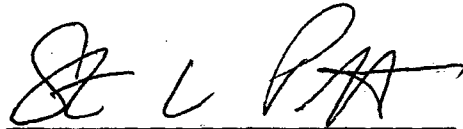
To **Arise Consult, Ltd.**
Attention: Ms. Catherine Agbueze
Senior Vice President
7 Grosvenor Gardens
Belgravia London, United Kingdom
SW1W0BD

This Agreement constitutes the entire Agreement between the Parties and they recognize that there are no other express or implicit provisions in this respect.



ARISE Ltd.

CATHERINE AGBUEZE 29/6/15
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STEVEN L PRUITT

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