

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 Dickens & Madson Canada Inc., c/o Traeger Resources & Logistics 740 Notre Dame Ouest, Suite 1250 Montreal, QC, Canada H3C 3X6	2. Registration No. 6200
3. Name of Foreign Principal Anayurt Libya Co., a wholly owned subsidiary of the Libyan Investment and Development Company (LIDCO), has retained Dickens & Madson to support the Unified Libya Movement (ULM).	4. Principal Address of Foreign Principal Unified Libya Movement (ULM), Ben Ashure District Tripoli, LIBYA; Email: unifiedlibyamovement@gmail.com Anayurt Libya Co.: Airport Road, Tripoli, Libya
5. Indicate whether your foreign principal is one of the following: <ul style="list-style-type: none"> <input type="checkbox"/> Government of a foreign country¹ <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <ul style="list-style-type: none"> <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Association <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Individual-State nationality _____ 	
6. If the foreign principal is a foreign government, state: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> a) Principal address b) Name and title of official with whom registrant deals c) Principal aim 	

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. 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.

The ULM's charter provides:

(See attached).

b) Is this foreign principal:

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

The Consultancy Agreement is with Anayurt Libya Co., a wholly owned subsidiary of the Libyan Investment and Development Company (LIDCO). The ULM as an association does not have a formal membership roll, but is directed by a central team of Libyan stakeholders.

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.

The ULM is an association formed for the purposes described in its Charter as set forth in Section 8(a) above. It is controlled by its directors, all of whom are Libyans.

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 November 24, 2014	Name and Title Ari Ben-Menashe, President and Director	Signature /s/ Ari Ben-Menashe eSigned
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Exhibit A to Registration Statement
Dickens & Madson Canada Inc.

8(a) (Continued)

"ULM (Unified Libya Movement) is an independent organization working to consolidate all Libyan efforts with all relevant national and international entities, including the GNC, while maintaining a vision of inclusion and not excluding any component of the Libyan society. ULM will work to remove all obstacles to a unified Libya governed by the rule law, and will work to provide all the necessary means to ensure a successful completion of a political transition to a unified, sovereign, and politically democratic Libya.

"The Unified Libya Movement exists to:

"1. Establish a political environment that ensures the successful completion of the political transition in the new Libya to unified and stable governance.

"2. Promote the establishment of a National Unity Government that has as its primary goal of re-establishing the sovereignty of a unified Libya through the creation, reinforcement and operation of the governmental institutions.

"3. Promote a national dialogue and reconciliation process.

"4. Ensure that an inclusive and acceptable the constitution is drafted for referendum."

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 Dickens & Madson Canada Inc.	2. Registration No. 6200
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3. Name of Foreign Principal

Anayurt Libya Co., a wholly owned subsidiary of the Libyan Investment and Development Company (LIDCO), has retained Dickens & Madson to support the Unified Libya Movement (ULM).

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.

See attached Consultancy Agreement. Although the Consultancy Agreement was executed on the date executed therein, it was not immediately effective. In addition, the Consultancy Agreement is executed by Anayurt Libya Co., a wholly owned subsidiary of the Libyan Investment and Development Company (LIDCO), for the benefit of the ULM. Dickens & Madson Canada has received payment under the Consultancy Agreement in the amount, as of the date of this filing, of 700,000 EUROS and understands that the payment of balance due has been initiated by wire transfer.

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

Within the United States Registrant proposes to lobby the executive and/or legislative branches of the government of the United States and its agencies with respect to the purposes, capacities and activities of the ULM to secure the support of the United States for the goals of the ULM. Additionally, the Registrant proposes to provide media and public relations services regarding the ULM's goals and activities as set forth in ULM's charter. The Registrant also provides lobbying services to the ULM in other countries.

The charter of the ULM describes the organization and its purposes as follows:

"ULM (Unified Libya Movement) is an independent organization working to consolidate all Libyan efforts with all relevant national and international entities, including the GNC, while maintaining a vision of inclusion and not excluding any component of the Libyan society. ULM will work to remove all obstacles to a unified Libya governed by the rule law, and will work to provide all the necessary means to ensure a successful completion of a political transition to a unified, sovereign, and politically democratic Libya. (Continued on attached page.)

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.

As described in Section 8 above, Registrant will attempt to influence United States policy toward Libya to support the purposes and activities of the ULM to establish a stable social and political environment for building an inclusive, independent national government for a prosperous, sovereign and unitary Libya.

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
November 24, 2014	Ari Ben-Menashe, President and Director	/s/ Ari Ben-Menashe 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.

Exhibit B to Registration Statement
Dickens & Madson Canada Inc.

8. (Continued)

"The Unified Libya Movement exists to:

"1. Establish a political environment that ensures the successful completion of the political transition in the new Libya to unified and stable governance.

"2. Promote the establishment of a National Unity Government that has as its primary goal of re-establishing the sovereignty of a unified Libya through the creation, reinforcement and operation of the governmental institutions.

"3. Promote a national dialogue and reconciliation process.

"4. Ensure that an inclusive and acceptable the constitution is drafted for referendum."

Dickens & Madson (Canada), Inc.
740 Notre Dame West
Montreal, Quebec, Canada H3C 3X6

8 October 2014

CONSULTANCY AGREEMENT

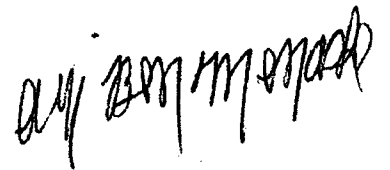
You hereby retain us, and we hereby agree, as more fully set forth below, to lobby the executive and/or legislative branches of the Governments of the Russian Federation, the United States Of America and any other government or corporation or political movement within or outside of Libya as we may agree upon, on your behalf, and also to provide other services, all to assist the devising and execution of policies to attain your goals, as more fully described below, and subject to the terms and conditions set forth below:

1. Our lobbying services shall consist of aid and financing from the Russian Federation and other countries. We shall maintain such contacts with the executive and/or the legislative branches of the aforesaid government or governments in order to facilitate your objectives. We shall urge the institution and/or maintenance of legislative and/or executive policies favorable to your objectives, and urge the elimination or prevention of such policies unfavorable to your goals and objectives.

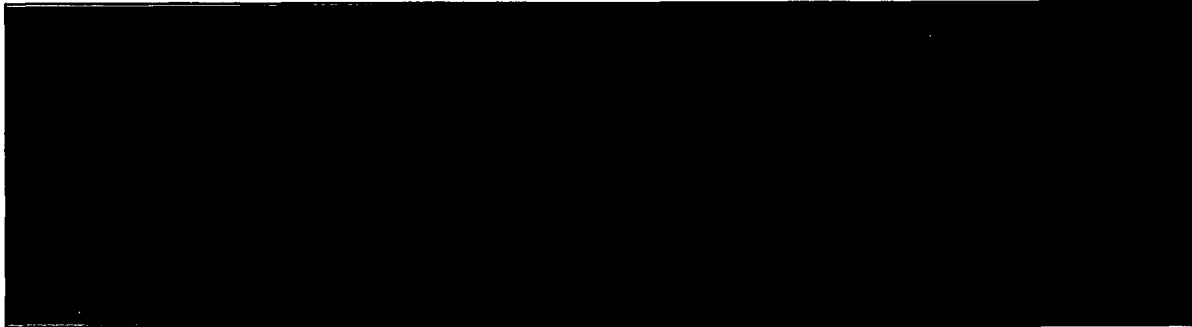
These services are provided for the purpose of assisting you to establish a stable social and political environment for building an inclusive, independent national government for a prosperous sovereign and unitary Libya.

2. The services noted above shall be conducted by us if and only to the extent they are mutually agreed upon, and only to the extent allowed by law, and in particular, but without limitation, only to the extent that all activities conducted by us can be, and are, in compliance with any and all laws and regulations relating to lobbying for, representing and providing services to, a foreign entity, including registration and disclosure.

3. The other services cited by us above shall, to the extent mutually agreed upon, include media and public relations to promote the legitimacy of your goals and objectives.



4. Our fee for the services described above shall be US \$2,000,000.00 payable upon the signature of this agreement by both parties, by wire transfer to the following account:



5. Any normal out-of-pocket disbursements shall be our responsibility; and the payment of any unusual out-of-pocket disbursements shall be as mutually agreed upon.

6. We will keep you fully advised of all our efforts on your behalf.

7. We shall develop a series of guidelines within which we shall have the discretion to act on your behalf, subject always to your specific instructions.

8. We shall exert reasonable efforts to secure favorable legislative and/or executive policies and services, including, without limitation, the specific items noted in paragraphs 1 and 3 above. You are aware, however, and understand, that it is not possible or lawful in these fields to guarantee any particular results. In order to enable us to serve your interests effectively, considering the foregoing, you agree to cooperate with us fully and to furnish us with necessary information as promptly as possible.

9. The term of this agreement shall be for one (1) year, renewable upon mutual agreement.

10. This letter of agreement sets forth our entire understanding.

11. This agreement shall at all times be governed by the laws of Canada and more specifically the laws of the Province of Quebec. Any dispute shall be resolved before The London Court of International Arbitration (LCIA) in the United Kingdom.

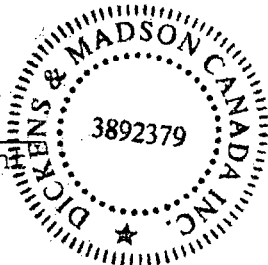
AM BONMONT
9 OCT. 2014

If the foregoing correctly sets forth our agreement, please so indicate by countersigning below. This letter shall then constitute a binding agreement between us. Dated as of this 8th day of October 2014.

Confirmed and accepted:

Dickens & Madson Canada, Inc.

By: *Ari Ben-Menashe*
Ari Ben-Menashe, President



Confirmed and accepted:

ANAYURT Co. offices

By: *[Signature]*
Mohamed Ali