

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 Chartwell CONSULTANCY 1206 OLD STABLE ROAD McLEAN VA 22102 | 2. Registration No. <div style="text-align: right; font-size: 2em; font-weight: bold;">5</div> <div style="text-align: right; font-size: 1.5em; font-weight: bold;">29</div> <div style="text-align: right; font-size: 1.2em; font-weight: bold;">PM 3:10</div> <div style="text-align: right; font-size: 0.8em; font-weight: bold; writing-mode: vertical-rl; transform: rotate(180deg);"> RECEIVED NSD/CES/REGISTRATION UNIT </div> |
| 3. Name of Foreign Principal Atheel A al-NUJAFI | 4. Principal Address of Foreign Principal NINAWAH GOVERNORATE MOSUL, IRAQ |
| 5. Indicate whether your foreign principal is one of the following: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Government of a foreign country¹ <input type="checkbox"/> Foreign political party <input 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 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:

- a) Branch or agency represented by the registrant
 GOVERNORATE OF NINAWAH
- b) Name and title of official with whom registrant deals
 GOVERNOR Atheel A al-NUJAFI

7. If the foreign principal is a foreign political party, state:

- a) Principal address
 GOVERNORATE of NINAWAH
 NINAWAH (MOSUL) IRAQ
- b) Name and title of official with whom registrant deals
 Atheel A. al NUJAFI
- c) Principal aim
 TO ASSIST IN RECLAIMING LAND FROM ISLAMIC STATE

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.

To work with the UNITED STATES GOVERNMENT TO ENCOURAGE IT TO (1) SUPPORT LIBERATION OF GOVERNORATE OF NINAWAH (MOSUL) and (2) SUPPORT CREATION OF A MULT-RELIGIOUS NATIONAL GUARD DIVISION OF RESIDENTS OF TERRITORY OF NINAWAH IN THIS EFFORT

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

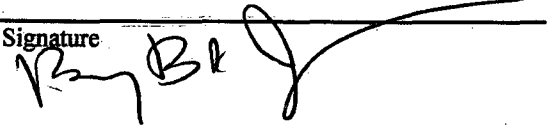
9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

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.

He is a duly elected official who is using his PERSONAL FUNDS TO PAY FOR THE EFFORT

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 |
|-------------------|----------------|--|
| Sept 29, 2014 | BARRY JACOBS |  |

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 Charwell CONSULTANCY LLC BARAJ JACOBS | 2. Registration No. 605 |
| 3. Name of Foreign Principal Athel A al NUJAIFA | |

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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.

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

(see attached contract)

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.

Meet with Members of Federal Executive bureaucracy, legislative staff and Members and arrange public events and media interviews.

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 |
|-------------------|------------------|--------------|
| SEPT 29, 2014 | BARRY JACORS CEO | Barry Jacors |

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.

CONSULTING AGREEMENT

AGREEMENT made this eighth day of September 2014 by and between, Atheel al-Nujaifi, Ninavah Governor, with offices currently located in Erbil, Iraq (hereinafter Governor) and Chartwell Consultancy LLC, a Virginia corporation, located at 1206 Old Stable Road, McLean VA 22102 (hereinafter CC).

WHEREAS, Governor desires to retain the services of CC to provide consultant services, and

WHEREAS, CC is willing to provide said services for Governor, under all of the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Services

2.1 CC shall use its best efforts to provide consulting services to Governor which will include, but not necessarily be limited to, the following:

(a.) Assist Governor to develop and implement the necessary strategies and tactics to successfully promote Governor's programs within the American Executive Branch including, but not limited to the Department of Defense, the Department of State, the National Security Council and other government departments and agencies, with the expressed purpose to securing the territory and people of the Republic of Iraq's Ninavah Governorate;

(b.) Assist Governor to develop and implement the necessary strategies and tactics to successfully promote Governor's programs within the American Congress, including members of both chambers and relevant members of the Congressional staff, with the expressed purpose of securing the territory and people of the Republic of Iraq's Ninavah Governorate.

(c.) To initiate dialogue and establish support with American and other

business leaders to attract investment and commercial development to the Governorate of Ninavah.

(d.) To plan and execute a schedule for a visit(s) to the United States to include a series of senior level meetings with appropriate political, legislative and media individuals to promote increased support for Governor and the people of the Governorate of Ninavah. In addition, the visit(s) will include appearances and presentations at distinguished public forums.

(e.) To present and implement a plan for the creation of a indigenously recruited, multicultural and multi-religious National Guard unit at approximately regimental size based in Mosul to participate in the expulsion of foreign forces from Ninavah and secure with great urgency the residents' private and state controlled property.

2.2. CC will work directly with and take guidance from Governor Atheal N. al-Nujaifi or his designated representative.

3. Compensation

3.1 In consideration of the services performed hereunder, Governor agrees to pay CC \$300,000.00 for three months beginning from the date of eight September, 2014. The payment is divided into three (3) equal parts of US\$100,000 dollars (one hundred thousand US dollars). The first payment is due upon the effective date of this contract, and the second and third payments are due, respectively, on the first day of October and the first day of November. This and all future payments will be transferred electronically in United States dollars to Chartwell Consultancy's account at Wells Fargo Bank. The specifics of the account will be provided in a separate document.

3.2 Governor agrees to reimburse CC for reasonable out-of-pocket expenses and travel expenses that may be required in connection with the performance of services. Any expenses required (including lodging, meals, parking, etc) shall be reimbursed by the client. CC shall obtain approval from Governor for any extraordinary expenses over \$500.

3.3 All fees to CC for services shall be due and payable within 30 days.

4. Limitations

4.1 Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without prior written consent of the other party.

4.2 CC represents that there is no conflict of interest between its performance in any consulting capacity under this Agreement and its relationship with other clients. If at any time in the future, it is believed that there is a potential conflict of interest, CC will promptly so advise.

4.3 CC will act as an independent contractor and not as an employee or agent of

Governor.

4.4 Either party may terminate this Agreement without further liability to the other party by giving 30 days prior written notice of such termination.

5. Confidentiality

5.1 For the purpose of this clause, data means all information, including legal and government documents, financial results and projections, customer lists, business plans, drawings, prints, specifications, reports, and designs.

5.2 CC agrees that all knowledge and data received from or about Governor by virtue of the performance of services under and pursuant to this Agreement shall for all times and all purposes be regarded by CC as strictly confidential. CC shall not publish or otherwise disclose or use such data, except for the benefit of Governor pursuant to this Agreement, subject to appropriate confidentiality restrictions on the recipient. However, there shall be no restriction on disclosure of information, which is or becomes publicly known other than as a result of a breach of obligation defined in this provision.

5.3 CC agrees to maintain confidential information provided by Governor in relation to this contract, as it is agreed by both parties that it is advisable to act upon information learned consistent with the goals and objectives of Governor.

5.4 CC represents and warrants that it has the legal right and ability to represent Governor and perform said services under and pursuant to this Agreement, and in providing said services shall at all times comply with all applicable federal, state, and local laws. CC and Governor shall comply in all respects with all applicable federal, state, and local laws, rules, and regulations of the United States and all applicable international agreements in the performance of their respective obligations under this Agreement.

6. Notices

All notices, requests, instructions, or other documents required hereunder shall be deemed to have been given or made when delivered by registered mail or certified mail, return receipt requested, postage prepaid or other reputable overnight mail delivery or courier service to:

Barry Jacobs
Chartwell Consultancy
LLC 1206 Old Stable Road
McLean VA 22102
Tel: (571) 447-4360
Mobile: (202) 413-

2880

This Agreement, in whole or in part, may not be assigned without the prior written consent of Governor.

8. Governing Law

This Agreement shall be interpreted and construed in accordance with the laws of the state of Virginia and the United States without regard to its conflict of laws provision.

9. Entire Agreement

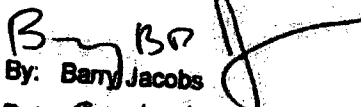
This Agreement contains the entire understanding between the parties hereto and supersedes all prior written and oral understandings relating to the subject matter hereof. Any modification of or amendment to this Agreement must be in writing and signed by both parties in order to be enforceable.

10. Severability

If any provision of this Agreement or the application thereof shall, for any reason, be invalid or unenforceable, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the maximum extent permissible under applicable law.

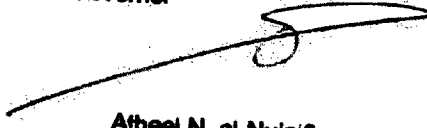
IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate (each of which shall be deemed to be an original) as of the day and year first above written.

Chartwell Consultancy LLC


By: Barry Jacobs
Date: Sept 16, 2014

1

Governor



Atheel N. al-Nujaifi

Date: 16/9/2014