

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  Steven M. Schneebaum, P.C.	2. Registration No.  0265
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3. Name of Foreign Principal Habargidir Clan	4. Principal Address of Foreign Principal Mogadishu, Somalia
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5. Indicate whether your foreign principal is one of the following:

Government of a foreign country<sup>1</sup>  
 Foreign political party  
 Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

Individual-State nationality

6. If the foreign principal is a foreign government, state:

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:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

<sup>1</sup> "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 Habargidir Clan is a significant ethnic group in Somalia. We have been retained by the Clan elders and leaders to promote the interests of the Clan.

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.)

The Clan comprises approximately tens of thousands individuals, most of whom are foreign nationals (although a small number of Habargidir Clan members are U.S. citizens). Their tribal leaders are all foreign nationals.

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.

As a Clan, the Habargidir are not "owned" by anyone, and are "controlled" -- i.e., led -- by tribal leaders in Mogadishu.

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
December 16, 2014	Steven M. Schneebaum, Principal	/s/ Steven M. Schneebaum
		eSigned

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>.

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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, 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

Steven M. Schneebaum, P.C.

2. Registration No.

6265

3. Name of Foreign Principal

Habargidir Clan

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.

The tasks to be performed by the Firm are outlined in the Engagement Letter, as are the conditions of payment.

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

See Attachment A

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.

See Attachment A

### 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
December 16, 2014	Steven M. Schneebaum, Principal	/s/ Steven M. Schneebaum 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.



STEVEN M SCHNEEBAUM PC

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Habargidir Chiefs and Community Leaders  
Mogadishu, Somalia

*through*

Mr. Mohamoud Iman Adan  
Chairman  
Habargidir PR Office - Mogadishu, Somalia  
1806 Bowman Towne Court  
Reston, Virginia 20190

Ambassador Ali Gulaid  
Liaison Officer  
Habargidir PR Office - Washington, DC  
12302 Tigers Eye Court  
Reston, Virginia 20191

December 3, 2014

Dear Habargidir Chiefs and Community Leaders:

It is my pleasure to put to you a proposal whereby the firm of Steven M. Schneebaum, P.C. ("the Firm"), will represent the Habargidir clan of Somalia and its members ("the Clan" or "the Client") in attempting to reach an arrangement with the Government of the United States relating to the deaths, injuries, and other damage resulting from "Operation Michigan" in 1993. Please understand that what is put forth here is an offer of representation, which takes as established the best information available to us at the date of writing. Any substantial change in the premises on which this proposal is based may require corresponding changes to the terms set out below.

This proposal is meant to replace and supersede the ones previously sent to you on August 27 and September 5 of this year.

The Firm's proposal to the Clan ("the Engagement") is as follows. Keep in mind that, in putting this together, I have tried to balance numerous factors, including ensuring that the Firm is available to provide its best professional services, and allowing us to share some of the risks of the project, but at the same time protecting the Firm against financial exposure that, frankly, it cannot afford. I am afraid that the proposal gets somewhat detailed and complicated, but I do not think that can be avoided considering the nature of the assignment and the risks that it entails.

A. Premises

This proposal is made on the following assumptions:

1. In July, 1993, a U.S. military operation in Mogadishu, code-named "Operation Michigan," resulted in the deaths of some 73 individuals (including women and children), and injuries to many more. Most if not all of the victims were members of the Clan.

SMS

STEVEN M. SCHNEEBAUM PC

Habargidir Chiefs and Community Leaders

December 3, 2014

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2. The United States has acknowledged that Operation Michigan was completely within the military jurisdiction of U.S. forces, and was not carried out under the strategic or tactical command of UNOSOM.
3. The United States has expressed, through competent authorities, the position that any recompense to the victims of Operation Michigan or their survivors must await a normalization of relations between the United States and a functioning central government in Mogadishu.
4. No such normalization has yet been accomplished, although some progress has been reported recently, and a Somali Ambassador accredited to Washington has within the last few months presented his credentials to President Obama.
5. The conclusion of full normalization between the two countries, whenever it occurs, is expected to include an aid package comprising financial and non-financial elements.
6. The Clan acknowledges that any settlement with the United States relating to Operation Michigan will be the product of diplomatic negotiation, and will not result from litigation. Indeed, both parties explicitly agree that litigation is not included in the scope of work contemplated within the Engagement.
7. The two of you, Ambassador Ali Gulaid and Mr. Mohamoud Adan, have the authority to enter into an attorney-client relationship on behalf of the Clan, and are prepared to convene the duly-empowered Clan elders resident in Somalia to ratify the Engagement, including in particular its financial element. That ratification is important to us for many reasons, and we think that obtaining it is a matter of high priority.
8. While you have made and can make no guarantees on behalf of the current Government of Somalia, it is your good-faith belief that the Government will be supportive of a proposed resolution of the Operation Michigan issue within the broader context of normalized U.S.-Somali relations, and will cooperate in (or at least will not oppose) reaching such an outcome.
9. While there have been other U.S. lawyers and law firms involved in this and related matters in the past, as of the date that the Engagement is concluded, no other group of professionals has been tasked with an assignment substantially similar to the Engagement. Former legal advisers have been paid in full, and will be willing on request to hand over their files and other materials to the Firm.

**B. Scope of the Engagement**

1. The objectives of the Engagement are (a) to secure monetary compensation for the victims of Operation Michigan and for the families of those who have died; and (b) to obtain a substantial commitment by the United States to foster economic development of the area(s) of Somalia currently populated and controlled by members of the Clan. Both of these are to be accomplished as part of a global normalization of relations between the United States and Somalia.
2. At the outset of the Engagement, the Firm will develop a strategy outline with the Client, and will undertake to operate within that outline except as expressly authorized.
3. The Firm anticipates that the first step will be to compile a reliable, presentable position paper for use on Capitol Hill, within the executive branch, and in the media. This initial work will include communications and probably meetings with individuals knowledgeable about Somalia generally, the bilateral relationship, and the facts surrounding Operation Michigan.



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Habargidir Chiefs and Community Leaders

December 3, 2014

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4. The Firm will prepare papers and briefings, and will present them to individuals and organizations inside and outside of the U.S. Government thought to have the greatest possible influence in bringing about the desired outcome. While the Firm will have discretion in the implementation of the agreed strategy, no major step will be taken by the Firm without clearance by the Client in advance. The Client agrees, however, not to engage in contacts regarding the scope of the Engagement with the United States Government directly or through other representatives without informing the Firm in advance.
5. The Firm will liaise with the Somali Government, through its representatives in Washington, at the United Nations, and elsewhere as appropriate.
6. Both parties recognize that there are organizations operating on the territory of Somalia (including Al Shabaab) that are listed by the Secretary of State as Foreign Terrorist Organizations. The FTO list is subject to revision by the Secretary from time to time. The Firm cannot and will not engage in any activity likely to be perceived as lending material support to such FTOs, and the Client agrees that it will not request any such activity of the Firm.
7. It is understood that the Firm will be required to register under the Foreign Agents Registration Act, and the Client will cooperate in any required filings. The Firm will not perform any act inconsistent with the representations made in its FARA registration.
8. It is anticipated that the specific tasks to be undertaken in the immediate run will include, but will not necessarily be limited to, the following:
  - a. Meetings with client representatives, past and present U.S. Government officials, scholars of Somali history and politics, the Somali Ambassador to the United States, and others;
  - b. Preparation of the strategy outline referenced in paragraph B.2 of the Project Letter;
  - c. Preparation of the position paper referenced in paragraph B.3 of the Project Letter, as well as an executive summary and such variations on both of those as shall be appropriate in the circumstances; and
  - d. Steps to implement the agreed strategy outline that are approved by the client and that can practically and effectively be carried out during the first months of the Engagement, including but not limited to determining the positions of the various parts of the United States Government that have responsibility for these issues.

C. The Client

1. You will make appropriate arrangements for senior representatives of the Clan to give their written approval to the Engagement before work begins. It is understood that this may require representatives of the Firm and of the Clan to meet in person. Such meeting(s), if necessary, will take place outside the territory of Somalia (for example, in Djibouti or Kenya), and all expenses of travel and accommodation will be borne by the Client.
2. Once this Engagement Letter is signed, it is understood that the Client's representative will be Mohamoud I. Adan. His approval of measures to be undertaken by the Firm will constitute the



Client's approval, instructions from him will be deemed to be instructions from the Client, and contact by the Firm with him will constitute contact with the Client.

D. Financial Arrangements

1. At present, the Firm employs two attorneys, Steven M. Schneebaum, Esq., and Arin Melissa Brenner, Esq. Their normal hourly rates are \$640 and \$320, respectively. They will keep records of their time and fees, and will send periodic (usually monthly) statements to the Client.
2. The parties acknowledge that substantial time and effort will be required on the part of the Firm in order to complete the Engagement. At the same time, the Firm is prepared to share some of the risk associated with the Engagement with the Client. The Firm therefore proposes the following fee structure to the Client:
  - a. Subject to the following provisions, the Client shall pay the Firm an advance deposit of \$20,000 (receipt of which is hereby acknowledged).
  - b. The Client will make two additional payments of \$20,000 each, with the second to be made on or before February 28, 2015.
  - c. The Client will be responsible for payment of the Firm's out-of-pocket expenses on a current basis. This includes domestic and international travel, accommodation, and the like. It is understood that, if required to travel internationally, members of the Firm will fly business class, and will make such lodging and similar arrangements as befit professional travelers in the circumstances.
  - d. If the Engagement is successful, and the United States Government pays or arranges to pay a sum of money for use by the Clan, or by the regional government(s) operating in the Clan area(s), in explicit or implicit recognition of the deaths and injuries caused by Operation Michigan, then the Clan will pay the Firm 15% of the corresponding sum, minus the fees (but not the out-of-pocket expenses) already paid to the Firm. Such payment shall be made no later than 30 days after the commitment of those funds by the United States. Obviously, if the project is not successful, this paragraph will not apply.
  - e. Any required private security arrangements will be at the Client's expense. The Firm reserves the right to decline any assignment involving travel if, in its discretion, such travel would be unsafe.

E. Termination

1. Except as otherwise provided, the Client retains the right to terminate the Engagement at any time, and for any reason, with no additional obligation to the Firm, subject to the full payment of fees and expenses already incurred, including all of the time recorded but not billed under paragraph D.1 above.
2. In the event that the parties agree that the project is not likely to result in a successful outcome in a time period that would make it practical to continue, they may jointly agree to terminate the Engagement with no further financial obligation (except the payment of any outstanding costs).
3. Notwithstanding the foregoing, the Firm reserves the right to inform the Client that, in its professional opinion, success of the Engagement is likely to occur within three months. Upon






- receipt of such notice, any termination of the Engagement by the Client during the ensuing three months shall not absolve the Client from the obligation to pay the contingency portion of the Firm's fee, as set out in paragraph D.2.d above.
4. The Engagement will terminate automatically 30 days after the signature of a document normalizing relations between the Governments of Somalia and the United States, regardless of whether such document reflects the goals of the Engagement. It will be open to the parties to negotiate a new agreement to address subsequent issues should they so choose.
  5. The Firm may terminate the Engagement at any time, if:
    - a. the Client fails to meet any of its financial obligations within three months of invoicing;
    - b. the Client requests the Firm to perform acts that subject it to exposure under the Anti-Terrorism and Effective Death Penalty Act or that are inconsistent with its registration under the Foreign Agents Registration Act (or any other federal statute with which it is required to comply); or
    - c. in its view, the Client is requesting the Firm to undertake activity that is unsafe. In any such eventuality, the Client shall remain liable for any accrued fees and expenses, and/or for the contingency portion of the Firm's compensation if the notice provided in paragraph E.2 has been given.
  6. Except as provided herein, the Engagement will be indefinite as to duration.

I look forward to your acknowledgement, by signature below, of the terms and conditions of our relationship, so that we can begin work on this fascinating project.

And let me thank you again for entrusting this matter to my firm.

All the best,



Steven M. Schneebaum

Cc: Arin Melissa Brenner

Accepted and agreed:

12/05/2014

Mohamoud I. Adan

Mohamoud Aman

Date

Name

Signature

On behalf of the Chiefs and Community Leaders of the Habargidir Clan

