

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 Ben Barnes Group, 1003 Rio Grande, Austin, TX 78701	2. Registration No. 6322
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3. Name of Foreign Principal Asoupir Limited	4. Principal Address of Foreign Principal Mayfair Trust Group Limited, Second Floor, Capital City, Independence Avenue, PO Box 1312, Victoria, Mahe, Seychelles
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5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country¹
- 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 type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (<i>specify</i>) _____ |
- Individual-State nationality Seychellois

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

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.

Asoupir Limited is a general purpose business authorized under the laws of the Seychelles to engage in any type of lawful business activity. Asoupir focuses its work on mergers and acquisitions and also acts as a special purpose vehicle for investment in Ukraine.

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.)

Asoupir Limited is wholly owned and controlled by Igor Ivanovich Boyko.

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.

See answer to Question 9.

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
January 04, 2016	Kent Caperton, Attorney and Principal	/s/ Kent Caperton

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>.

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

Ben Barnes Group

2. Registration No.

6322

3. Name of Foreign Principal

Asoupir Limited

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.

Consulting Services to Asoupir Limited to promote its interests in the international investment community and promote the economic and geopolitical interests of Ukraine.

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.

Ben Barnes Group will seek to introduce Asoupir Limited to United States officials and decision makers concerning its interests in the international investment community and to promote the economic and geopolitical interests of Ukraine.

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
January 04, 2016	Kent Caperton, Attorney and Principal	/s/ Kent Caperton 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.

CONSULTING AGREEMENT

This agreement is entered on December 08, 2015 between **Asoupir Limited** (registered address: Mayfair Trust Group Limited, Second Floor, Capital City, Independence Avenue, P.O. Box 1312 Victoria, Mahe, Seychelles; IBC registration number 108319) ("Company") and **Ben Barnes Group, L.P., 1003 Rio Grande, Austin, TX 78701; EIN number 01 0549783,** ("Consultant") in consideration of the following:

1. Services. Company hereby engages Consultant to provide consulting services by telephone, electronic means and in person as requested by Company. The services shall involve representing the company with regard to investment activity and opportunities, positioning the Company within the investment community at large, government and community advocacy, and such other services that company designates. The focus of the services will relate to company's interests in Ukraine. Company recognizes that Consultant will not be engaged in full-time employment on behalf of Company and that Consultant has other projects and clients whose needs also will be met.

Not later than 5 (five) days after the end of the respective month the Consultant shall provide the Company with the report on details of services rendered in the respective month.

2. Compensation. Company will pay to Consultant a total of \$100,000 per month (which is gross of any applicable taxes including VAT), the first payment of which is made in advance and due upon execution of this agreement. In addition, Company shall reimburse Consultant for actual out-of-pocket expenses incurred in connection with services under this agreement upon receipt of an invoice therefor with receipts attached, subject to client approval. The expected amount of out-of-pocket expenses for the upcoming month shall be confirmed in writing by the Company and the Consultant not later than 5 (five) days before the beginning of the month, and in case the

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actual amount of out-of-pocket expenses incurred by the Consultant in the respective month exceeds the previously agreed estimate then further such expenses shall be subject to preliminary approval by the Company. The invoices will be issued by the Consultant to the Company within 5 (five) days after the end of the respective month. The invoices will be paid within fifteen (15) days of receipt at Consultant's office. All sums due hereunder shall be payable in Austin, Travis County, Texas at the office of Consultant. **The preferred method of payment is by electronic wire:**

International:



For further credit to:

Ben Barnes Group, LP



3. Term. Execution of this agreement shall commence on December 01, 2015 and shall end on December 01, 2016, unless sooner terminated under the terms and provisions hereof.

4. Termination. The Company may terminate this agreement by written notice given 30 (thirty) calendar days in advance of the termination date.

The Consultant is not entitled to terminate this agreement pre-term.

5. Ethical – Disclosure Issues. Strict adherence to all legal, ethical and disclosure statutes, rules and regulations is an essential component of Consultant's representation. Company agrees to provide all necessary information to Consultant in order to achieve this goal.

6. Litigation. It is agreed that Consultant's service shall not involve the ascertainment of any first-hand knowledge of any facts or circumstances whatsoever involved in any current or

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future litigation involving Company. Company will use its best efforts so as not to involve Consultant in any way in any litigation past, present or future in which Company is involved, including, but not limited to, criminal prosecution. Further, Company acknowledges that Consultant represents only Company and not any of its officers, employees, directors or shareholders in a personal capacity.

7. Independent Contractor. Consultant shall be an independent contractor of Company and not an employee of Company. Company is interested solely in the results to be obtained from Consultant's services; however, no specific or general results have been promised. Company shall not withhold or in any way be responsible for the payment of any federal, state or local income, occupational taxes, FICA taxes, unemployment compensation, workmens' compensation contribution, vacation pay, sick leave, retirement benefits, or any other payments for or on behalf of Consultant or any of Consultant's employees. All such payments, withholdings and benefits are the responsibility of Consultant, and Consultant shall indemnify the Company against and hold it harmless from any and all loss or liability arising with respect to such payments, withholdings or benefits. Consultant shall not be considered an employee of Company for any purpose whatsoever.

8. Nondisclosure. Consultant agrees that during the term of this agreement and following termination, it will not disclose Confidential Information to third parties except as required by duties to Company or applicable law. "Confidential Information" shall include any trade secrets, proprietary information, business plans, customer information, financial data, inventions or technology, policies or procedures, research, reports, software, or other types of information about Company's business developed by Company (or Company's representative). Upon termination of this agreement, Consultant will return to Company all documents, data, software and any other

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materials in its possession which pertain to Company's business or which contain Confidential Information.

9. Assignment. This agreement may be transferred or assigned by Company to any legal entity resulting from a merger, consolidation or other reorganization of Company, or any entity to which Company may transfer all or substantially all of its assets in business, and such assignee or transferee shall succeed to the rights and be bound by all the obligations of Company hereunder. Consultant may not assign this agreement.

10. Entire Agreement. This agreement shall constitute the entire agreement between Company and Consultant with respect to the subject matter herein and shall supersede all prior contracts or agreements between them.

11. Amendments. No modification of any of the provisions hereof shall be binding upon either party unless in writing and signed by the party against whom such modification is sought to be enforced.

12. Applicable Law. This agreement shall be governed by the substantive laws of the State of Texas without regard to its conflicts of laws provisions. Venue and jurisdiction of any action involving this agreement shall be in Travis County, Texas.

13. Attorney's Fees. If this agreement is placed in the hands of an attorney due to default in the terms hereof, the nondefaulting party shall be entitled to recover from the defaulting party all costs of enforcing this agreement including reasonable attorneys' fees.

14. Notices. Any notice in connection with this agreement shall be in writing in English and delivered by hand, fax, pdf attachment to email, registered post or courier using an internationally recognized courier company to the address, fax number or email address (and marked for the

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attention of the person) mentioned below in relation to each party. A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or courier or (ii) at the time of transmission if sent by email; or (iii) at the time of confirmation of successful transmission if delivered by fax, provided that, in any case where delivery occurs outside working hours, notice shall be deemed to have been received at the start of working hours on the next following business day.

The addresses, fax numbers and emails of the parties for the purpose of this clause are:

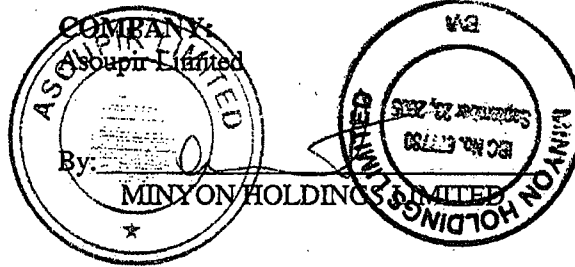
Company	Address:	Fax:	Email:
Asoupir Limited	Mayfair Trust Group Limited, Second Floor, Capital City, Independence Avenue, P.O. Box 1312 Victoria, Mahe, Seychelles	+35725960215	info@palemanet.com

Consultant	Address:	Fax:	Email:
Ben Barnes Group, L.P.	1003 Rio Grande	512-322-0106	ben@benbarnesgroup.com

By its execution below, Company acknowledges that the undersigned has authority to bind Company to the terms of this agreement without further corporate act.

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EXECUTED by the parties as of date stated above.



CONSULTANT:
BEN BARNES GROUP, L.P.

By: *Ben Barnes*
Ben Barnes