

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 <https://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: <https://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: <https://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, Counterintelligence and Export Control 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 The Livingston Group, LLC 499 S. Capitol Street, SW, Suite 600 Washington, DC 20003	2. Registration No.  #6344
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3. Name of Foreign Principal Ministry of Foreign Affairs, Government of the Republic of Iraq	4. Principal Address of Foreign Principal Baghdad, Iraq
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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 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  
Ministry of Foreign Affairs
- b) Name and title of official with whom registrant deals  
H.E. Fareed Yasseen, Ambassador of Iraq to the United States

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.

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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.

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

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

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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.

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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 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 December 12, 2017	Name and Title	Signature /s/ J. Allen Martin	eSigned
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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 <https://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: <https://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: <https://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, Counterintelligence and Export Control 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  The Livingston Group, LLC	2. Registration No.  #6344
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3. Name of Foreign Principal  Ministry of Foreign Affairs, Government of the Republic of Iraq
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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.  
See attached contract.

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

Research and analyze issues of concern to the foreign principal; counsel the foreign principal on U.S. policies of concern, activities in Congress and the Executive branch, and developments on the U.S. political scene generally; and maintain contact, as necessary, with Members of Congress and their staff, Executive branch officials, international and non-governmental organizations, and, by agreement with the foreign principal, governments other than that of the United States.

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.

All of the activities listed in Item 8 will be undertaken in order to communicate information to the foreign principal, as well as to communicate information about the foreign principal and its issues of concern to interested persons in both the public and private sectors. At the request of the foreign principal, meetings may be arranged with Members of Congress and their staff, Executive branch officials, international and non-governmental organizations, and, by agreement with the foreign principal, governments other than that of the United States.

**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 12, 2017		/s/ J. Allen Martin <span style="float: right;">eSigned</span>

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.



December 1, 2017

His Excellency Fareed Yasseen  
Ambassador of Iraq to the United States  
Embassy of the Republic of Iraq  
3421 Massachusetts Avenue, NW  
Washington, DC 20007

**Agreement to Provide Government Relations Services**

This document will serve to confirm and memorialize the terms of the agreement reached on 1 December 2017 between the Iraqi Ministry of Foreign Affairs, hereinafter referred to as "MFA" and The Livingston Group, LLC, hereinafter referred to as "TLG". This contract is a preliminary engagement intended to prepare for a more comprehensive services agreement.

- It is agreed that TLG be engaged by MFA for the purposes hereinafter described, with said engagement to be effective starting 1 December 2017, and extending for a period of six (6) months thereafter to end on 31 May 2018, unless the relationship shall be extended and/or renegotiated by the parties. This agreement may be terminated by either party with 30 days written notice.
- The compensation to be paid to TLG shall be \$10,000 US DOLLARS per month for the first sixty (60) days of the contract.

*Payment arrangement: Payment for the first two (2) months' retainer fee, in the amount of \$20,000 US DOLLARS is required at the time of the signature of this agreement. Thereafter, TLG shall submit a monthly invoice for retainer fees and itemized expenses to you or your designated representative. Such invoices are payable within thirty (30) days. Balances over sixty (60) days are subject to finance charge of 1% per month.*

This fee will also cover administrative expenses incurred for filing of reports to ensure compliance with US laws such as the Foreign Agents Registration Act (FARA) and the Lobbying Act, as well as routine expenses. Extraordinary expenses such as travel will be submitted for approval in advance and separately billed.

Both parties will review the standing of the contract before 1 February 2018. TLG will prepare in concert with the Embassy of the Republic of Iraq an evaluation of the first sixty (60) days of the contract and a work plan for the remaining four (4) months of the six (6) month contract with suggested fees for an expanded representation effort.

- The obligation of TLG, by and through the counsel and activities of Robert L. Livingston and any other TLG employees and/or consultants, will be to represent MFA as permitted by the Foreign Agents Registration Act of 1938, the Ethics Reform Act of 1989, and other applicable United States laws and regulations. TLG shall provide MFA with government affairs representation before the government of the United States and the United States Congress, international organizations, and governments other than that of the United States, as required and mutually agreed.
- TLG agrees to provide MFA with government affairs representation and lobbying service before the federal government to strengthen ties between Iraq and the United States, as well as any other matters mutually agreed upon.
- TLG agrees to abide by every applicable law or regulation covering government contracts for lobbying during the implementation of this agreement. TLG is an independent contractor, and, as such, has no authority to bind MFA in any manner whatsoever, absent to the express written consent of MFA. TLG shall be solely responsible for the acts of its employees and/or agents and shall defend and hold MFA harmless from any claims which arise from



said acts. TLG shall be responsible for notifying MFA of any potential conflicts between its representation of MFA and any other party.


- As is true with all government relations services, TLG cannot and does not guarantee the results of its representation. No express warranties are made concerning this transaction, and TLG disclaims any implied warranties concerning it.
- MFA has no authority to bind TLG in any matter whatsoever, absent the express written consent of TLG. MFA shall be solely responsible for the acts of its employees and/or agents and shall defend and hold TLG harmless from any claims which arise from said acts.


If these terms meet with your approval, please sign in the space indicated below, and return to me a signed copy of this letter so that it may serve as our engagement instrument.

Sincerely,

ROBERT L. LIVINGSTON

Executed in duplicate originals this 1st day of December, 2017

By:   
His Excellency Fareed Yasseen  
Ambassador of Iraq to the United States  
Embassy of the Republic of Iraq

  
By: \_\_\_\_\_  
ROBERT L. LIVINGSTON  
Founding Partner  
The Livingston Group, LLC