

OMB No. 1124-0006; Expires May 31, 2020

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 <i>Grassroots Political Consulting LLC P.O. Box 65459, Washington, D.C. 20035</i>	2. Registration No. <i>6483</i>
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3. Name of Foreign Principal <i>Khaled Khalifa Hifter</i>	4. Principal Address of Foreign Principal <i>628 Duba St Benghazi, Libya</i>
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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:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____

Individual-State nationality *Libya*

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.

Adviser (political, strategic, business guidance) to General Hifter

b) Is this foreign principal:

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

Khaled Khalifa Hifter is a Captain (military officer) who serves under the command and direction of the Commander and Chief of the Libyan National Army (LNA), General Khalifa Hifter.

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.

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
<i>November 1, 2017</i>	<i>Daniel Fanaci (Director, Grassroots PLLC)</i>	

U.S. Department of Justice
Washington, DC 20530

OMB No. 1124-0004; Expires May 31, 2020

**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 <i>Grassroots Political Consulting LLC</i>	2. Registration No. <i>6483</i>
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3. Name of Foreign Principal
Khaled Khaled Hitter

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 registrant will provide political and strategic advocacy activities in the U.S. Congress on behalf of the Hitter Family. In addition, political and strategic advice will be provided to the Hitter Family on a consistent basis.

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

As stated in §7, the registrant will provide political and strategic advice to the Hilton family. The registrant will also advocate the political and strategic interests of the Hilton family in the U.S. Congress. The advocacy efforts are to provide a clear narrative of the Hilton family, its capabilities and desires the strengthen multi-lateral relationships for the restoration of the future of Libya and its people.

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.

Strategic advocacy via lobbying in the U.S. House and Senate regarding the political, military, tribal, governmental history and proposed future will transpire. Support will be sought for the role of the Hilton family in the future political, military and strategic interests of Libya. Offers to testify in Committee Hearings and hosting briefings for Congressional staff will be sought to achieve our advocacy goals.

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 1, 2017	Daniel Fanaiz (Director, Consultants PLLC)	

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.



Grassroots Political Consulting LLC

P.O. Box 65459

Washington, D.C. 20035

Cell: (202) 642-3977

Email: dan@grassrootspc.com

www.grassrootspc.com

Consulting Services Contract

Daniel Faraci or the assigned Designated Entity, Grassroots Political Consulting LLC (herein after referred to as the "CONSULTANT") of Alexandria, Virginia, does contract with Khaled Khalifa Hifter (herein after referred to as "THE CLIENT") to provide political and strategic consulting services in consideration for a monthly retainer payment of twenty thousand dollars (\$20,000.00 USD) paid to the CONSULTANT for a (6) month term beginning on November 1, 2017. Total payments at the conclusion of the contract will be in the amount of one hundred twenty thousand dollars (\$120,000.00 USD). The official terms of the contract are to begin on November 1, 2017 and continuing through April 30, 2018. An invoice will be remitted from the CLIENT to the CONSULTANT by the 1st day of each month. The payments must be received by official check or electronic wire transfer on a NET-7 billing cycle. Monthly retainer payments are to be made directly from the CLIENT to the CONSULTANT.

Changes to the agreement may only be made under agreement between the CLIENT and the CONSULTANT. At the conclusion of this contract, on or prior to April 30, 2018, the CLIENT and the CONSULTANT exercise the option to renew and/or revise the terms of this contract for an additional term under agreement between the parties.

Either party may terminate this Agreement without cause upon sixty (60) days written notice. Upon such termination, the CONSULTANT and the CLIENT shall be released from any and all further obligations under this Agreement, except that the CLIENT shall be obligated to pay the CONSULTANT its monthly retainer agreement owing to the CONSULTANT through the day on which CONSULTANT's contract is terminated. The CONSULTANT contract obligations shall continue pursuant to the terms and conditions of this Agreement.

If the CLIENT or the CONSULTANT early terminates this Agreement without cause as provided in subparagraph (a) above, the CONSULTANT shall receive the equivalent of two (2) months of the CONSULTANT's retainer fees, less deductions required by law,

payable on a monthly basis or lump sum, if, and only if, the **CONSULTANT** signs a valid general release of all claims against the **CLIENT** in a form provided by the **CLIENT**.

The **CONSULTANT** shall make a statement of out-of-pocket expenses for travel and other direct charges to **THE CLIENT** at the end of each month for expenses incurred during the previous month. **THE CLIENT** shall provide an expense account to **THE CONSULTANT**, by which the monthly reporting will account for. Overseas and domestic travel and expenses shall be paid for by **THE CLIENT**.


The **CONSULTANT** shall make its best efforts to assist **THE CLIENT** in direct lobbying and advocacy work on Capitol Hill. **THE CLIENT** shall determine these priorities with the **CONSULTANT**. The **CONSULTANT** gives no assurances and makes no representations as to the particular results of its services, or the timeliness of actions taken by relevant government officials and offices or by others.

The **CONSULTANT** is willing to shift priorities based upon **THE CLIENT'S** request, but if additional assignments are asked of the **CONSULTANT**, the **CONSULTANT** reserves the right to seek a monetary change to the retainer agreement regardless of the existing contract's terms.

This agreement shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of laws rules.

This agreement contains the entire understanding between the parties. The **CONSULTANT** has produced the contract at the request of **THE CLIENT**, and it shall not be construed against either party, but shall be construed pursuant to the plain meaning of its terms. The terms of the agreement may be changed only by written agreement signed by both parties.

In witness, whereof the authorized representative of **THE CLIENT** and the **CONSULTANT** do hereby execute this contract.

CONSULTANT:
Date: November 1, 2017

(Daniel Faraci)
Title: Director
Entity: Grassroots Political Consulting LLC

CLIENT:
Date: November 1, 2017

Name: Khaled Khalifa Hifter

The following document is an operational contract. This document may not be replicated, shared, viewed, duplicated or implemented by this named organization, affiliates, political consulting firms, non-profits, or any other entity or individual without the express written consent of Grassroots Political Consulting LLC. Due compensation and a written agreement of release for all proposed items must be provided by Grassroots Political Consulting LLC prior to discussion or implementation of the items or concepts outlined in this contract.