

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
Grassroots Political Consulting LLC

2. Registration No.
6483

3. Name of Foreign Principal
Khaled Khalifa Hifter

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 continue to provide limited scope political and strategic advocacy activities in the U.S. Congress. In addition to this, strategic consulting/advice will be provided to the client.

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

The registrant will continue to provide limited scope political and strategic advocacy activities in the U.S. Congress. In addition to this, strategic consulting/advice will be provided to the client. The intent is to garner U.S. support and provide an accurate depiction of the activities of the Hifter family and LNA.


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.

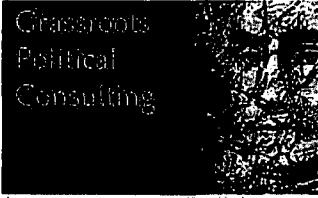
The registrant will continue to provide limited scope political and strategic advocacy activities in the U.S. Congress. In addition to this, strategic consulting/advice will be provided to the client. This will include meetings and discussions with staffers and Members of Congress.

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
5/31/2018	Daniel Faraci (Director, GPC LLC)	

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.



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Situational Analysis

We created strong successes in representation of the Hifter family, and this has been reflected by Grassroots Political Consulting LLC updates that were submitted. Lobbying, setting up a Congressionally sponsored briefing, public relations activities (*generating press releases, media articles in Western media and Arabic media*), liaison activity in communication to the House Foreign Affairs and Senate Foreign Relations Committees, establishing a narrative and talking points, etc. were all accomplished. These were done for a modest budget, as well as in a very fast amount of time, and we are proud of the relationship that has been established between our company and the Hifter family.

Currently, following the false reporting of the health of the Marshall, there is a strong and comprehensive strategy from Muslim Brotherhood elements to sow the seeds of chaos in Eastern Libya especially (*and throughout the country and region*). In addition, a concerted effort is taking place in the U.S. to thwart support for the Marshall, and place State Department, Pentagon and Congressional support with the GNA and reopen the U.S. Embassy in Tripoli.

In light of these circumstances, it is essential that the Hifter family show strength by continuing to be represented on Capitol Hill. Also, show a succession plan narrative by continuing this contract through Khalifa Hifter directly from the region, as our FARA-registered contract reflects. This will send a strong message, and enable our company to continue to advocate on your behalf.

Limited Scope of Work (per verbal agreement)

- Preparing letters and communications to the U.S. House and Senate Committees of relevance (*Foreign Relations, Armed Services, etc.*) when the opportunity arises for a Congressional Hearing on the Middle East, counter terrorism, and/or North Africa-affiliated issues. This is what we had most recently done to advocate for the true status of the Marshall amongst all of the staff of the House Foreign Affairs Committee prior to their hearing on Libya.
- We will prepare strategic communications to the U.S. and Arabic-language media in response and defense of the Marshall when the opportunity arises. In addition, amongst coalition partners, foundations and associations of interest.
- We respectfully request a meeting in the region or EU, as was done in January 2018, with the Marshall to provide a comprehensive assessment of all that has transpired. In addition, lay forth our advocacy plan for the future. The Marshall could then make the direct decision on whether or not he supports this plan, or an alternative.



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 continue the contract with **Khaled Hifter** (herein after referred to as "**THE CLIENT**") to provide limited scope political and strategic consulting services in consideration for a monthly retainer payment of thirteen thousand dollars (\$13,000.00 USD) paid to the **CONSULTANT** for a (6) month term beginning on May 1, 2018. Total payments at the conclusion of the contract will be in the amount of seventy-eight thousand dollars (\$78,000.00 USD). The official terms of the contract are to begin on May 1, 2018 and continuing through October 31, 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 October 31, 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 strategic 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.

Date: May 1, 2018

By: 

CONSULTANT:

(Daniel Faraci)

Title: Director

Entity: Grassroots Political Consulting LLC

CLIENT:

Date: May 1, 2018

By: 

Name: Khaled Hifter

Entity: Libyan National Army

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.