

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.

N/A

b) Is this foreign principal:

- | | |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input 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.)*

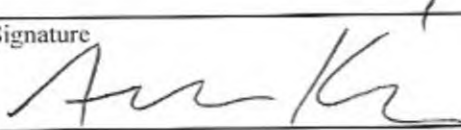
N/A

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.

N/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 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
9/5/19	Andrew King, President	

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

Neale Creek, LLC

2. Registration No.

6723

3. Name of Foreign Principal

The Ministry of Foreign Affairs and International Cooperation of the Kingdom of Morocco through JPC Strategies, LLC

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.

Andrew King of Neale Creek, LLC will provide consulting services which shall consist of assisting in the representation of, and government relations activities on behalf of, the government of the Kingdom of Morocco with the US government and the development and implementation of a public relations strategy for the government of the Kingdom of Morocco, and promotion of business with the Kingdom of Morocco.

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

Assist in government relations activities on behalf of the government of the Kingdom of Morocco with the US government and implement a public relations strategy for the promotion of business with the Kingdom of Morocco.

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 shall accomplish these objectives by advising the foreign principal in promoting the foreign principal's strategic partnership with 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
9/5/19	Andrew King, President	

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.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into this day of September 1, 2019, by and between Neale Creek, LLC, located at 11 E Lenox St., CHEVY CHASE, MD 20815 ("Contractor"), and JPC Strategies, LLC, doing business as Gentium Strategies, located at 812 K Street, NE, WASHINGTON, DC 20002 ("Client"), both of whom recite as follows:

1. Recitals.

WHEREAS, the Client desires to engage the Contractor to provide representation and government affairs support related to JPC Strategies, LLC's client, the "Kingdom of Morocco";

WHEREAS, the Contractor is skilled in providing such services and is available and willing to perform such services on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties to hereby covenant and agree as follows:

2. Retainer.

The Client hereby retains the Contractor as a consultant and advisor with regard to various federal legislative and government affairs issues.

3. Services to be Performed.

The Contractor undertakes to monitor and evaluate various issues and to advise the Client on the components of a government affairs and legislative plan and the appropriate strategy necessary to achieve the goals of such a plan.

The Contractor will perform such other services with regard to issues as are mutually agreed to between the Client and the Contractor.

4. Compensation.

As full and total compensation for the services to be provided pursuant to this Agreement, Contractor shall be paid the sum of \$20,000 per month, within 25 (25) days of the beginning of each new calendar month. Unless otherwise agreed in writing, no compensation or reimbursement in excess of the monthly sum shall be paid.

5. Term.

The term of this Agreement is eighteen (18) months commencing September 1, 2019.

6. Termination.

This Agreement may be terminated by either party for any reason upon thirty (30) days notice of the intent to terminate.

7. Final Agreement.

This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

8. Modifications.

Any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of both parties.

9. Severability.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

10. Notices.


All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the addresses appearing below.

This Agreement may be executed by facsimile (including "pdf" by email) and in two or more counterparts, or scanned versions of the original signature pages, which shall be deemed an original, and all of which together shall constitute one and the same instrument.

The parties hereto have caused this Agreement to be signed as of the day and year first above written in the Introduction Paragraph.

CONTRACTOR:
Neale Creek, LLC

By:


Andrew King

CLIENT:
JPC Strategies, LLC

By:


James Christoferson