

REVISED

U.S. Department of Justice  
Washington, DC 20530

Exhibit B  
To Registration Statement  
Pursuant to the Foreign Agents Registration Act of 1938, an amended

OMB No. 1105-0007

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. 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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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, Criminal 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>THE LIVINGSTON-SOLOMON GROUP LLC</i>	2. Registration No. <i># 5352</i>
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3. Name of Foreign Principal  
*THE MINISTRY OF FOREIGN AFFAIRS OF THE KINGDOM OF MOROCCO*

Check Appropriate Boxes:

- 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.

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

THE REGISTRANT WILL RESEARCH AND ANALYZE ISSUES OF CONCERN TO MOROCCO; COUNSEL THE PRINCIPAL ON U.S. POLICIES AND CONGRESSIONAL ATTITUDES ON ISSUES OF CONCERN TO MOROCCO, PENDING LEGISLATION IN CONGRESS, AND DEVELOPMENTS IN THE U.S. POLITICAL SCENE GENERALLY; MAINTAIN CONTACT WITH MEMBERS OF CONGRESS AND THEIR STAFF, EXECUTIVE BRANCH OFFICIALS, NON-GOVERNMENTAL ORGANIZATIONS, FOREIGN EMBASSIES, AND MULTILATERAL INSTITUTIONS.

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 ABOVE IN QUESTION #8 WILL BE UNDERTAKEN IN ORDER TO COMMUNICATE INFORMATION TO AND ABOUT THE PRINCIPAL. AT REQUEST OF THE PRINCIPAL, THE ~~REGISTERED~~ REGISTRANT MAY FROM TIME TO TIME ARRANGE MEETINGS WITH MEMBERS OF CONGRESS AND THEIR STAFF, EXECUTIVE BRANCH OFFICIALS, AND NON-GOVERNMENTAL ORGANIZATIONS, FOR VISITING MOROCCAN OFFICIALS AND DIGNITARIES.

Date of Exhibit B MARCH 7, 2002	Name and Title David Lonie DAVID LONIE PRINCIPAL, THE LIVINGSTON-SOLOMON GROUP LLC	Signature David Lonie
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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 interests, policies, or relations of a government of a foreign country or a foreign political party.



THE  
LIVINGSTON-SOLOMON  
GROUP, L.L.C.

This document will serve to confirm and memorialize the terms of agreement reached today between the Ministry of Foreign Affairs for the Kingdom of Morocco, hereinafter referred to as "MoFA" and The Livingston- Solomon Group, LLC, hereinafter referred to as "TLSG."

It has been agreed that TLSG has been engaged by MoFA for the purposes hereinafter described, with said engagement to be effective March 1, 2002, and extending for a period of 12 months thereafter to February 28, 2003, unless the relationship shall be extended and/or renegotiated by the parties.

The compensation to be paid to TLSG shall be three hundred thousand (\$300,000) US DOLLARS for the term of the contract, payable at the beginning of the contract term.

With prior approval, MoFA agrees to pay extraordinary out-of-pocket expenses incurred by TLSG, including airfare, travel, and unusual entertainment expenses. Separate monthly invoices shall be submitted to MoFA for any such itemized expenses.

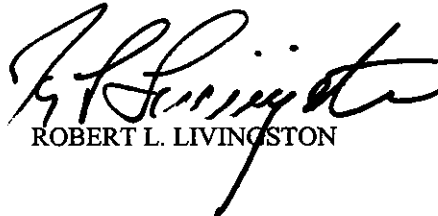
The obligation of TLSG, by and through the counsel and activities of Robert L. Livingston and David M. Lonie, will be to represent MoFA as permitted by the Foreign Agents Registration Act of 1938, the Ethics Reform Act of 1989, and other applicable United States laws and regulations. TLSG shall provide MoFA 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.

In order to achieve this objective, TLSG will make appropriate contacts with key officials in the Executive branch of the government of the United States and the United States Congress, international organizations, and governments other than that of the United States; as well as provide MoFA with strategic counsel for the purposes of developing and implementing an effective presentation of MoFA's policies and purposes.

TLSG and MoFA agree that the level of remuneration shall be subject to review should the services requested by MoFA exceed those that are envisioned in this agreement.

If this proposal meets with your approval, please sign and return to me a duplicate signed copy of this letter so that it may serve as our engagement instrument.

Sincerely,

  
ROBERT L. LIVINGSTON

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 SERVICE/REGISTRATION UNIT

So agreed this 4<sup>th</sup> day of March, 2002

By:   
ABDALLAH EL MAAROUFI  
Ambassador of the Kingdom of Morocco

By:   
ROBERT L. LIVINGSTON  
President  
The Livingston-Solomon Group LLC