U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Pursant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1105-0003

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 .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, 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.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant

Hill and Knowlton, Inc.

2. Registration No.

3301

3. Name of foreign principal

Chief Dr. Sonny I. Odogwu

4. Principal address of foreign principal

SIO Properties Limited
779/781 Finchley Road, Golders Grn
London England NWII8DN

5. Indicate whether your foreign principal is one of the following:

☐ Foreign government

☐ Foreign political party

☒ Foreign or domestic organization: If either, check one of the following:

☐ Partnership ☐ Committee

☒ Corporation ☐ Voluntary group

☐ Association ☐ Other *(specify)* _____

☐ Individual-State nationality _____

009978

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

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CRM/ISS/REGISTRATION UNIT

Formerly OBD-67

FORM CRM-157
SEP. 1996

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 ☐ 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 ☐

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

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.

Dr. Sonny I. Odogwu

Date of Exhibit A	Name and Title	Signature
11/14/96	Joan Harrell-Carter Managing Director	Joan Harrell-Carter

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.

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CRM/ISS/REGISTRATION UNIT

1. Name of Registrant	2. Registration No.
Hill and Knowlton, Inc	3301

3. Name of Foreign Principal

Chief Dr. Sonny I. Odogwu

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.

Registrant will contact media and schedule interview for the foriegn principal. Also set up meetings with western media and create web page for the principal's newspaper.

Formerly OBD-65

FORM CRM-155
SEP. 1996

NO

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

Making contact with the western media and helping to establish newspaper, The Post Express as a respected, credible and viable news source in traditional print form and on the internet.

9. Will the activities on behalf of he 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.

Date of Exhibit B	Name and Title	Signature
11/14/96	Joan Harrell-Carter Managing Director	Joan Harrell-Carter

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.

Memorandum

Hill & Knowlton
Public Affairs Worldwide
Washington Harbour
901 31st Street, N.W.
Washington, DC 20007-3838
(202) 333-7400
Fax: (202) 333-1638

To: Sarah Colon

From: Dan McCloskey

Date: July 21, 1995

Re: New Client Numbers

c: R. Sanson

009974

Please provide new account numbers for the following client:

Name:	Chief (Dr.) S.I. Odogwu 779-781 Finchley Road Golders Green, London England 9W11-8DN 01-458-3270
Credit Approval Code:	Cash in Advance
Handling Fee:	Yes
Account Executive:	Reg Gilliam
Department:	WHB
Practice:	GEN
Long Term:	No

95 DEC 12 PM 1:06
CRM/ISS/REGISTRATION UNIT

In addition, I have included a copy of our invoice for advance payment. Please ensure that Nelson properly posts the remittance.

Thank you for your prompt attention to this matter.

Post-it™ Fax Note 7671

To Reggie Gillam	Date 7/27/95 # of pages 1
Co./Dept.	From Kingsley Obaji
Phone # 202 944 1238	Co.
Fax # 202 625 7578	Phone # 703 708 1240
	Fax # -

27-JUL-1995 12:40 234 01 2692 653 P.01

SIO PROPERTIES LIMITED

ODOGWU GROUP

HEAD OFFICE:
GROUP HOUSE
4/6 IKOYI ROAD
P. O. BOX 2335
LAGOS.
NIGERIA

TEL: 010. 2341. 2692663
TELEFAX: 010. 2341. 683738

LONDON OFFICE:
779/781 FINCHLEY ROAD
GOLDERS GREEN
LONDON NW II 8DN
ENGLAND
TEL: 01 458 3270 (4 Lines)
TELEFAX: 01 455 2084

DATE.

FAX

To: UBS NEW YORK

Attention: Mr Brunner

This is to advice you that I have entered into a Contract Agreement with HILL AND KNOWLTON, as per the attached Fax dated July 24, 1995.

Consequently, I am instructing you to remit the sum of $10,000.00 (Ten Thousand Dollars) to the above firm, as per contained in the Terms of our Agreement. Furthermore, I confirm that $10,000.00 (Ten Thousand Dollars) ~~to~~ be remitted to them, monthly, as and when due, until the 30th of December, 1995.

Best regards.

SIO PROPERTIES LTD

CHIEF (DR) S DIKE ODOGWU
CHAIRMAN

c. c. Kingsley Obaji.

9975

96 DEC 12 1:0

CRM/ISS/REGISTRATION

JUL 27 '95 8:55 7037081184 PAGE.001

HILL & KNOWLTON

Hill and Knowlton, Inc.
International Public Relations/Public Affairs
466 Lexington Avenue
New York, NY 10017
212 885-0300

009976

July 22, 1996

Chief (Dr.) S. I. Odogwu
779-781 Finchley Road
Golders Green, London
England 9W11-8DN

96 DEC 12 PM 1:07
CRM/ISS/RECORDATION UNIT

Dear Dr. Odogwu:

This will serve as the agreement between Hill and Knowlton, Inc. ("H&K") and yourself ("Client") pursuant to which H&K will serve Client as public relations counsel.

1. **As counsel, H&K will:**

   (a) Advise Client on public relations aspects of Client's policies and problems;

   (b) Develop for Client's approval and implementation, a program designed to achieve Client's communications objectives;

   (c) Provide professional staff services as may be required to assist Client in the implementation of the program.

2. **Charges**

   Charges for the services of H&K will be made at H&K's standard hourly staff rates for participating executives and staff as the same are required to carry out the programs and activities approved by Client.

   (a) Upon acceptance of this agreement Client will pay H&K and advance of $10,000. At the beginning of each month during the term of this agreement, Client will pay H&K a monthly advance of $10,000 to be applied against staff time charges actually incurred in such month for Client's account ("Monthly Advance").

   (b) In addition to staff time charges, Client will pay H&K the actual cost as invoiced by supplier of all materials, services and rights obtained by H&K from third party suppliers on Client's behalf, plus a 15% handling and administration fee on all such

disbursements. In obtaining such materials, services and rights, H&K will act as agent for Client as disclosed principal. All disbursements in excess of $500.00 will be approved in advance by Client.

(c) Client will reimburse H&K for the net cost of all routine out-of-pocket disbursements such as travel, local messengers, in-house photocopying and ordinary communications (telephone, telex and postage).

(d) In the rare event H&K may be called upon to respond to or assist Client in connection with litigation commenced or threatened against Client (for example, in responding to a document subpoena), it is understood that H&K will be entitled to staff time charges and reimbursement of expenses for services rendered to Client or time spent by H&K in connection with such matters. This provision shall survive the expiration or earlier termination of this agreement.

3. Billing

(a) On or before the first day of each calendar month, H&K will submit its invoice(s) for the appropriate Monthly Advance, which will be payable on or before the tenth (10th) day of such month. Invoices for purchased materials, services and rights, and reimbursement for routine disbursements, will be submitted each calendar month following the month to which they relate, and will be payable upon receipt.

~~In the event payment is not made within thirty (30) days from receipt, H&K will be entitled to charge Client a late payment penalty of 1 1/2% per month on any overdue and unpaid balance.~~ Client agrees to reimburse H&K for all expenses (including reasonable attorneys' fees and disbursements) incurred in the collection of any overdue and unpaid invoices.

4. Records

H&K will maintain accurate records of all staff time work and out-of-pocket expenditures incurred on behalf of Client and, during the term of this agreement and for one year thereafter, Client may examine such records upon reasonable notice and during normal business hours. It is understood that the foregoing does not include H&K's salary data, overhead and other internal H&K costs or non-billable items.

5. Confidentiality

H&K acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by H&K on behalf of Client or disclosed by Client to H&K. Notwithstanding the above, H&K's obligation to maintain the confidentiality of any such information that it maintains in its possession or control, shall cease on the third anniversary of the termination of this agreement.

6. Termination

H&K's appointment under this agreement shall be effective as of July 1, 1996 and continue thereafter until December 31, 1996 or unitl terminated by either party upon not less than ninety (90) days' written notice to the other.

Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by Client to H&K, H&K shall transfer, assign and make available to Client all property and materials in its possession or control belonging to Client.

laws, it is understoodthat H&K may be making reports of its activities to appropriate U. S. government regulatory agencies and that such reports will be made available to the public. Client agrees to reimburse H&K for staff time and expenses incurred in order to comply on Client's behalf with the Foreign Agents Registration Act.

8. **Governing Law**

This agreement will be governed and construed in accordance with the laws of the State of New York for contracts made and to be performed entirely in New York.

Sincerely yours,

HILL AND KNOWLTON, INC.

Frank Mankiewicz, Vice Chairman
Date: July 22, 1996

If you are in agreement with the preceding, would you kindly sign both copies of this letter in the space provided for that purpose below and return one copy to Hill and Knowlton for our records.

AGREED:

Chief (Dr.) S. I. Odogwu

By: _____

Title: _____

Date: 23/07/96