U.S. Department of Justice
Washington, DC 20530

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

OMB NO. 1105-0003

Privacy Act Statement. Every registration statement, short form registration, 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

2. Name of foreign principal

Alhaji Muhammadu Dikko Yusufu (through Capital Missions Company)

4. Principal address of foreign principal

156 Whittington Course
St. Charles, IL 60174

0545

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 _____

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6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant. N/A

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address. 8 Ojuol Olobun Close, Victoria Island, Lagos Nigeria

b) Name and title of official with whom registrant deals. Susan Davis, CEO

c) Principal aim

Formerly OBD-67

FORM CRM-157
SEP. 1996

8. If the foreign principal is not a foreign government or a foreign political party, **N/A**

a) State the nature of the business or activity of this foreign principal

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.)*

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

Date of Exhibit	Name and Title	Signature
June 30, 1998	James C. Jennings, Executive Managing Director	

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as 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, 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.

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

3. Name of Foreign principal

Alhaji Muhammadu Dikko Yusufu (through Capital Mission Company)

03054

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 referenced 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 of understanding.

Registrant will provide counsel and assistance regarding media relations.

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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.

See item 7.

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.

To be determined.

Date of Exhibit B	Name and Title	Signature
June 30, 1998	James C. Jennings, Executive Managing Director	

Footnote: Political activity is 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 Untied 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 county or a foreign political party.

HILL & KNOWLTON

Hill and Knowlton
Public Affairs Worldwide Co.
600 New Hampshire Avenue, N.W.
Washington, D.C. 20037
202 333-7400 Phone
202 333-1638 Fax

June 8, 1998

Ms. Susan Davis
CEO
Capital Missions Company
156 Whittington Course
St. Charles, IL 60174

Dear Ms. Davis:

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

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

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

   (b) Develop for Client's approval and implementation, a program designed to achieve Client's government, media and investor relations objectives;

   (c) Provide professional staff services as may be required to assist Client in the implementation of its 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) With the execution of this agreement, the Client will pay H&K an advance Of $30,000 against the anticipated staff fees for the first two months of this agreement. At the conclusion of the initial two-month period , Client will pay H&K an advance of $15,000 (the "Monthly Advance"),against professional charges for the following month.

The Monthly Advance will cover anticipated staff time charges for basic media and outreach services. Services outside the scope of basic media outreach services will be agreed upon in advance by Client and covered by separate agreement and fee arrangement.

(b) It is understood that H&K will absorb routine out-of-pocket disbursements such as in-house photocopying and ordinary communications (telephone, telex and postage) up to $500 per month. Charges in excess of $500 per month will be reimbursed by Client. Charges for travel, messenger and delivery will be billed as incurred and reimbursed by Client.

(c) Client shall be solely responsible for payment of any VAT taxes, excise taxes or other such withholdings or levies of any sort which might apply to the billings of H&K to the Client. H&K will be entitled to receive full payment, in currency of the United States and within the United States, of its invoices hereunder, without offset or withholding. Should this provision be subsequently determined to be unenforceable by law and a deduction or withholding found to be mandatory, H&K shall be entitled to retroactively adjust its billings to such a level whereby it will receive from Client an amount of net proceeds equivalent to its original gross billings.

3. Billing

Invoices for the Monthly Advance will be submitted to the Client by the 5th business day of each month. The Client will pay the Monthly Advance to H&K by the 10th business day of each month. H&K reserves the right to terminate all services to Client without liability for any loss and/or damage incurred by Client as a result of such termination of services in the event that any Monthly advance remains unpaid thirty (30) days after the date of the invoice 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.

If requested, copies of supplier invoices and other back-up materials in support of H&K's out-of-pocket charges of $500.00 or more will be included with H&K's end-of-month invoices for an additional handling fee of $250.00 per month. Client shall give H&K financial accounting department at least one full month's prior notice of desire to receive such supporting documentation or shall indicate this requirement at the date of signing this agreement.

5. Confidentiality

The communications among Client and H&K as well as any documents that are prepared or exchanged by the parties are intended by the parties to be privileged communications protected by the Client's attorney-client privilege. Under Upjohn v. United States, 449 U.S. 383 (1980), these communications are designed to provide a basis for Client to render legal advice. Any documents containing privileged information should be clearly marked " Attorney-Client Privileged Material". Furthermore, those documents should be maintained apart from material generated or exchanged between the parties which does not contain privileged material. The confidential information provided to Client by H&K and to H&K by Client will remain confidential unless disclosure is authorized in writing by Client.

6. Indemnity

It is acknowledged that H&K cannot undertake to verify facts supplied to it by Client or factual matters included in material prepared by H&K and approved by Client. Accordingly, Client agrees to indemnify and hold harmless H&K from attorneys' fees and disbursements) or liabilities ("damages") that H&K may incur (i) as a result of any materials, releases, reports or information supplied to H&K by or on behalf of Client or prepared by H&K and approved by Client prior to its dissemination or broadcast; and (ii) except when attributable to H&K's failure to use due care, resulting from disputes between H&K and third parties related to and or within the scope of this agreement. Client shall similarly indemnify and hold H&K harmless in respect to any damages arising out of the nature or use of Client's products or services. This provision shall survive the expiration or earlier termination of this agreement.

7. Termination

H&K's appointment under this agreement shall be effective as of June 9, 1998. H&K's appointment shall continue thereafter until terminated by either party upon not less than thirty (30) 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.

8. Governing Law

H&K activities hereunder on behalf of Client shall be subject to all applicable U.S. laws, including the Foreign Agents Registration Act and the Foreign Corrupt Practices Act. As applicable and pursuant to such laws, it is understood that 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.

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
Hill and Knowlton, Inc
Date: June 11, 1998

If you are in agreement with the above, 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:

Capital Missions Company

By: _____

Title: _____

Date: _____