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 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. 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.

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

Sidley Austin Brown & Wood LLP
1501 K Street N.W.
Washington, D.C. 20005

2. Registration No.

3731

3. Name of foreign principal

The Republic of Equatorial Guinea

4. Principal address of foreign principal

The Embassy of Equatorial Guinea in the United States of America
2020 16th Street N.W.
Washington, D.C. 20005

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

- [x] 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 _____

2001 JUN 19 PM 4:56
REGISTRATION UNIT

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

a) Branch or agency represented by the registrant.
The Government of Equatorial Guinea

b) Name and title of official with whom registrant deals.
H.E. Teodoro Biyogo Nsue, Equatorial Guinea's Ambassador to the United States

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.

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

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.)*

2011 MAR 16 PM 4:56
CRIMINAL DIVISION/FARA UNIT

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.

Date of Exhibit A	Name and Title	Signature
3/16/04	Joseph B. Tompkins, Jr. Partner	

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 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. 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.

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	2. Registration No.
Sidley Austin Brown & Wood LLP	3731

3. Name of Foreign Principal

The Republic of Equatorial Guinea

2006 AUG 16 PM 4:59
REGISTRATION UNIT

Check Appropriate Boxes:

4. [X] 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.

Provide advice and analysis, including legal research, with respect to the U.S. government's policy towards Equatorial Guinea through written memoranda and meetings.

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

- Monitor U.S. government investigations that pertain in part to Equatorial Guinea.

- Meet with U.S. government officials to determine the U.S. government's position towards Equatorial Guinea.

- Meet with U.S. government officials to respond to the U.S. government's questions and concerns regarding Equatorial Guinea.

- Meet with U.S. government officials to improve relations between the United States and Equatorial Guinea.

- Provide legal advice to the government of Equatorial Guinea.

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 attempt to improve relations between the government of the United States and the government of Equatorial Guinea. To this end, the registrant (1) will meet with U.S. government officials to ascertain the U.S. government's position toward Equatorial Guinea, (2) will convey this information to officials in the government of Equatorial Guinea, and (3) will explain to U.S. government officials, Equatorial Guinea's positions regarding any U.S. government questions or concerns.

2004 AUG 16 PM 4:58
REGISTRATION UNIT

Date of Exhibit B	Name and Title	Signature
8/16/04	Joseph B. Tompkins, Jr. Partner	

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.

SIDLEY AUSTIN BROWN & WOOD LLP
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

CHICAGO
DALLAS
LOS ANGELES
NEW YORK
SAN FRANCISCO

1501 K STREET, N.W.
WASHINGTON, D.C. 20005
TELEPHONE 202 736 8000
FACSIMILE 202 736 8711
www.sidley.com

FOUNDED 1866

BEIJING
GENEVA
HONG KONG
LONDON
SHANGHAI
SINGAPORE
TOKYO

WRITER'S DIRECT NUMBER
202.736.8063

WRITER'S E-MAIL ADDRESS
jmorillo@sidley.com

June 24, 2004

EMBASSY/ADMINISTRATION UNIT
2004 JUN 16 PM 4:58

VIA HAND DELIVERY
Ambassador H.E. Teodoro Biyogo Nsue
Embassy of The Republic of Equatorial Guinea
in the United States of America
2020 16th Street, N.W.
Washington, D.C. 20009

Re: Engagement Agreement

Dear Ambassador Nsue:

We are pleased that you have asked Sidley Austin Brown & Wood LLP to serve as your counsel.

For over 100 years, our Firm commenced its relationship with each new client without formality. In recent years, however, the practice of law and the professional standards governing it have become increasingly complex. As a result, we, like other large firms, now follow the practice of entering into engagement letters with our clients. (As you may know, investment banking, consulting, accounting and other professional service firms adopted this practice years ahead of law firms.) Letters such as these serve the general purpose of setting forth the ground rules for our engagement. In addition, they address certain specific matters that are required to be set forth in writing by, or relate to rules of, the bar associations and other regulatory bodies under which we practice.

Although we have accepted this measure of formality with reluctance, we have nevertheless come to appreciate that it is preferable to have these matters understood and agreed to by our clients at the commencement of our representation. Accordingly, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

1. Client; Scope of Representation. Our clients in this matter will be The Republic of Equatorial Guinea; President Teodoro Obiang Nguema Mbasogo; Ambassador

Nsue, in his capacity as Ambassador Extraordinary and Plenipotentiary to the United States for The Republic of Equatorial Guinea; and the Embassy of The Republic of Equatorial Guinea. (collectively referred to hereinafter as the "Clients"). We will advise the Clients in connection with, and the scope of our engagement and duties to the Clients shall relate to providing the Clients with advice regarding their relationship with Riggs Bank (hereinafter the "representation"). You may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by us. You have indicated that you would like us to be available to represent the Clients in connection with other possible legal matters in the United States. We would be pleased to be available to represent the Clients generally subject to confirmation in writing of the scope of any particular additional representation and in full compliance with our internal conflicts policies and other rules governing the retention of counsel.

2. Term of Engagement. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional responsibility. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter and, if you so request, we will suggest to you possible successor counsel and provide it with whatever papers you have provided to us. If permission for withdrawal is required by a court, we will promptly apply for such permission, and you agree to engage successor counsel to represent you.

Unless previously terminated, Sidley Austin Brown & Wood LLP's representation of the Clients will terminate upon our sending you our final statement for services rendered. Following such termination, any otherwise nonpublic information you have supplied to Sidley Austin Brown & Wood LLP which is retained by us will be kept confidential in accordance with applicable rules of professional responsibility. If, upon such termination, you wish to have any documents delivered to you, please advise us. Otherwise, all such documents will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents retained by us.

You are engaging Sidley Austin Brown & Wood LLP to provide legal services in connection with the specific representation as set forth above. After completion of the representation, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage us after the completion of the representation to provide additional advice on issues arising from the representation, Sidley Austin Brown & Wood LLP has no continuing obligation to advise you with respect to future legal developments.

3. Fees and Expenses. Our fees will be based on the billing rate for each attorney and legal assistant devoting time to this matter. Our billing rates for attorneys currently range from $170.00 per hour for new associates to $775.00 per hour for senior

partners. Time devoted by legal assistants is charged at billing rates ranging from $50.00 to $190.00 per hour. These billing rates are subject to change from time to time.

We will include on our bills charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, long-distance telephone, telecopy, word processing, and search and filing fees. Fees and expenses of others (such as consultants, appraisers, and local counsel) generally will not be paid by us, but will be billed directly to you.

If you would like us to do so, with each bill we will provide you the detailed information maintained in our accounting database concerning time expended by each attorney and legal assistant in connection with the work covered by the bill as well as each charge item by the Firm.

Sidley Austin Brown & Wood LLP expects payment within 30 days of issuing an invoice to the Clients. You agree that if you do not remit payment within 30 days after Sidley Austin Brown & Wood LLP issues an invoice to the Clients, Sidley Austin Brown & Wood LLP may immediately cease its representation of clients and may withdraw as counsel to Clients in any legal proceeding.

4. Conflicts. As you know, Sidley Austin Brown & Wood LLP has numerous clients. Many of these clients rely upon the Firm for general representation. Although we hope it never happens, it is possible that an adverse relationship (including litigation) may develop in the future between the Clients and one of our other clients. If Sidley Austin Brown & Wood LLP is not representing the Clients in that matter and the matter in which the Clients and another client have adverse interests is not substantially related to our representation of the Clients as described above, the Clients agree that we may represent the other client. (You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.). Sidley Austin Brown & Wood LLP represents ExxonMobil and other oil companies. By executing this Agreement, you acknowledge that we represent ExxonMobil and other oil companies and that—absent their consent—we will not take on any matter that is adverse to ExxonMobil or any other oil company that we represent. You further acknowledge and agree that if a dispute arises between the Clients and ExxonMobil or any other oil company that we represent, we may represent ExxonMobil or the other oil company.

Once again, we are pleased to have this opportunity to work with you. If you have any questions or comments during the course of our representation, please call us at 202.736.8000.

Very truly yours,

Thomas C. Green

Mark D. Hopson

Juan P. Morillo

AGREED TO AND ACCEPTED:

Ambassador H.E. Teodoro Biyogo Nsue

2004 AUG 16 PM 4:59
CRIMINAL/REGISTRATION UNIT

SIDLEY AUSTIN BROWN & WOOD LLP
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

CHICAGO
DALLAS
LOS ANGELES
NEW YORK
SAN FRANCISCO

1501 K STREET, N.W.
WASHINGTON, D.C. 20005
TELEPHONE 202 736 8000
FACSIMILE 202 736 8711
www.sidley.com

FOUNDED 1866

BEIJING
GENEVA
HONG KONG
LONDON
SHANGHAI
SINGAPORE
TOKYO

WRITER'S DIRECT NUMBER
202.736.8063

WRITER'S E-MAIL ADDRESS
jmorillo@sidley.com

24 Junio 2004

[TRADUCCION EN ESPAÑOL, SOLAMENTE PARA PROPOSITOS DE INFORMACION. EL DOCUMENTO LEGALMENTE VALIDO Y QUE CONTROLA ES EL ORIGINAL EN IDIOMA INGLES.]

POR ENTREGA A MANO
Embajador H.E. Teodoro Biyogo Nsue
Embajada de la Répública de Guinea Ecuatorial
en los Estados Unidos
2020 16th Street, N.W.
Washington, D.C. 20009

2004 AUG 16 PM 4:59
CRM/ISS/REGISTRATION UNIT

Estimado Embajador Nsue:

Estamos complacidos por su selección de Sidley Austin Brown & Wood LLP como sus asesores legales.

Por más de 100 años, nuestro Bufete había comenzado su relación con cada nuevo cliente sin formalidades. En los últimos años, la práctica de la Ley y las normas profesionales que la gobiernan se han vuelto más complejas. Por esto nosotros, al igual que otros importantes bufetes, ahora acostumbramos ejecutar una carta de compromiso con nuestros clientes. (Como usted sabrá, las empresas de banca de inversión, consultoría, contabilidad y otros servicios profesionales adoptaron ésta practica hace varios años.) Estas cartas cumplen el propósito general de establecer las reglas de nuestro compromiso. Además, cumplen con los requisitos profesionales y otros reglamentos bajo los cuales practicamos la Ley de establecer ciertos temas específicos por escrito.

Aunque hemos aceptado esta medida de formalidad con cierta reserva, hemos llegado a apreciar que es preferible tener estos temas entendidos y aceptados por nuestros clientes al principio de nuestra representación. Por consiguiente, sometemos a su aprobación las siguientes provisiones que gobernarán nuestra representación. Si está de acuerdo, por favor firme en el espacio indicado la copia de la carta adjunta. Si tiene alguna duda o pregunta con respecto a estas provisiones, o si quiere discutir posibles

modificaciones, por favor no dude en contactarnos. Nuevamente, estamos complacidos de tener la oportunidad de servirle.

1. Cliente; Propósito de Representación. Nuestro cliente en este tema será la Républica de Guinea Ecuatorial; el Presidente Teodoro Obiang Nguema Mbasogo ; el Embajador H.E. Teodoro Biyogo Nsue, en su capabilidad como el Embajador de la Républica de Guinea Ecuatorial a los Estados Unidos; y la Embajada de la Républica de Guinea Ecuatorial en los Estados Unidos. (en totalidad, los "Clientes"). Nosotros asesoraremos a los Clientes en conexión con temas de la investigación de gobierno federal relacionar a Riggs Bank (de aquí en adelante la "representación"). Los Clientes tienen el derecho de limitar o ampliar el alcance de nuestra representación en cualquier momento, con la previsión de que cualquier ampliación sustancial de nuestros deberes debe ser acordada por nosotros. Los Clientes han indicado que quieren que nosotros estemos disponibles para representar a los Clientes en conexión con otros posibles asuntos legales en los Estado Unidos. Nosotros estamos disponibles para representar a los Clientes generalmente sujeto a confirmación por escrito de los parámetros de cualquier representación particular adicional y en completa conformidad con nuestras pólizas internas de conflictos de interés y otras reglas que gobiernan la retención de abogados.

2. Términos del Contrato. Cualquiera de las dos partes tiene el derecho de terminar este contrato, en cualquier momento y por cualquier razón, mediante notificación por escrito, sujeto en nuestra parte a las reglas pertinentes de responsabilidad profesional. En la eventualidad de que terminemos el contrato, tomaremos todas las medidas razonablemente prácticas para proteger sus intereses con respecto al tema anterior, y, si usted lo solicita, le recomendaremos abogados sucesores y les entregaremos todos los documentos que usted nos haya entregado. Si el permiso de una corte es requerido para retirarnos, nosotros lo solicitaremos oportunamente, y usted acuerda contratar a otro abogado para representarlo.

Salvo que fuera terminada con anterioridad, la representación de los Clientes por Sidley Austin Brown & Wood LLP terminará con el envío de nuestra cuenta final por los servicios prestados. Después de la terminación, cualquier información de carácter confidencial que usted haya entregado a Sidley Austin Brown & Wood LLP y conservada por nosotros será mantenida confidencialmente de acuerdo con las reglas de responsabilidad profesional. Si después de tal terminación usted desea que cualquier documento sea retornado, favor informarnos en aquel momento. De lo contrario, todos aquellos documentos serán transferidos a la persona responsable de administrar nuestro programa de mantenimiento de archivos. Por varios motivos, incluyendo el de minimizar costos innecesarios de almacenamiento, reservamos el derecho de destruir o disponer de otra manera de aquellos documentos conservados por nosotros.

Usted está contratando a Sidley Austin Brown & Wood LLP para prestar servicios legales en conexión con la representación específica indicada anteriormente.

Después del cumplimiento de la representación, pueden ocurrir cambios en las leyes o reglamentos pertinentes que pueden impactar sus derechos y responsabilidades futuras. Salvo que usted nos contrate expresamente después del cumplimiento de la representación para prestar servicios adicionales sobre los temas que surjan de la representación, Sidley Austin Brown & Wood LLP no tiene la obligación de asesorarlos sobre futuros eventos legales.

3. Honorarios y gastos. Nuestros honorarios profesionales estarán basados en la tarifa de cada abogado o asistente legal que dedique tiempo a este tema. El rango de nuestras tarifas de abogados es actualmente desde $170.00 por hora para abogados asociados hasta $775.00 por hora para socios principales. El tiempo dedicado por asistentes legales es cobrado a tarifas de $50.00 a $190.00 por hora. Estas tarifas están sujetas a modificación periódicamente.

Incluiremos en nuestras cuentas costos por llevar a cabo servicios tales como fotocopias, servicios de mensajero y de entrega, investigación computarizada, viajes, llamadas telefónicas a larga distancia, cargos de fax, redacción de textos, y costos de búsqueda y registro de documentos públicos. Los honorarios y gastos de otros (tales como consultores, evaluadores, y abogados locales) generalmente no serán pagados por nosotros, sino que le serán cobrados directamente.

Si usted lo desea, en cada cuenta le proporcionaremos el detalle de la información en nuestra base de datos del tiempo dedicado por cada abogado o asistente legal, así como también cada ítem de costo cobrado por el Bufete.

Sidley Austin Brown & Wood LLP espera que los Clientes pagen la factura 30 días después de que Sidley Austin Brown & Wood LLP emita la factura. Los clientes estan de acuerdo que si no efectuan pago 30 días después de que Sidley Austin Brown & Wood LLP emita la factura, Sidley Austin Brown & Wood LLP puede inmediatamente terminar la representación de los Clientes y puede renunciar de la representación en cualquier pendiente procedimiento legal.

4. Conflictos. Como es de su conocimiento, Sidley Austin Brown & Wood LLP tiene numerosos clientes. Muchos de estos clientes dependen del Bufete para su representación legal. Aunque esperamos que nunca ocurra, es posible de que una relación adversa (incluyendo litigios) pueda ocurrir en el futuro entre los Clientes y uno de nuestros otros clientes. Si Sidley Austin Brown & Wood LLP no esta representando a los Clientes con respecto al mismo tema, y el tema en el cual los Clientes y otro cliente tienen intereses adversos no esta relacionado sustancialmente con la representación de los Clientes tal como está descrito anteriormente, los Clientes acuerdan que Sidley Austin Brown & Wood LLP puede representar al otro cliente. (Debe saber que, en cartas de acuerdo similares con muchos de nuestros otros clientes, hemos pedido acuerdos similares para preservar nuestra posibilidad de representarlo a usted.). Sidley Austin Brown & Wood LLP representa a ExxonMobil y otras compañías de petróleo. En ejecutar este acuerdo, los Clientes

reconocen que nosotros representamos a ExxonMobil y otras compañías de petróleo y que--sin el consentimiento de ExxonMobil o las otras compañías de petróleo que representamos--no podemos tomas ninguna representación adversa a ExxonMobil o cualquier otra compañía de petróleo que representemos. Los Clientes también reconocen y están de acuerdo que si algún pleito se presenta entro los Clientes y ExxonMobil o alguna otro compañía de petróleo que representemos, nosotros podemos representar a ExxonMobil o la otro compañía de petróleo.

Una vez más, estamos complacidos de tener la oportunidad de trabajar con usted. Si tiene alguna pregunta o comentario durante el curso de nuestra representación, por favor llámenos al 202.736.8000.

Atentamente,

Thomas C. Green

Mark D. Hopson

Juan P. Morillo

ACORDADO Y ACEPTADO:

Embajador H.E. Teodoro Biyogo Nsue

2004 AUG 16 PM 4:59
CRM/ISS/RECORDATION UNIT