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OMB No. 1124-0004; Expires May 31, 2020

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	2. Registration No.
Mercury Public Affairs, LLC	6170

3. Name of Foreign Principal

Rwanda Development Board (through Peter Greenberg Worldwide)

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.

Registrant submits amended Exhibit B with fully executed contract attached

Registrant has been asked to perform services for the benefit of the Rwanda Development Board, as a subcontractor to Peter Greenberg Worldwide. Registrant's work is anticipated to include media relations regarding FDI and tourism in Rwanda. The anticipated term of the contract is March and April of 2018, for approximately $75,000.

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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.

Registrant has been asked to perform services for the benefit of the Rwanda Development Board, as a subcontractor to Peter Greenberg Worldwide. Registrant's work is anticipated to include media relations regarding FDI and tourism in Rwanda. The anticipated term of the contract is March and April of 2018, for approximately $75,000.

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.

Registrant has been asked to perform services for the benefit of the Rwanda Development Board, as a subcontractor to Peter Greenberg Worldwide. Registrant's work is anticipated to include media relations regarding FDI and tourism in Rwanda. The anticipated term of the contract is March and April of 2018, for approximately $75,000.

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
May 15, 2018	Michael McKeon, Partner	/s/ Michael McKeon eSigned

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.

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Mercury.

CONSULTING SERVICES AGREEMENT

Peter Greenberg Worldwide ("Facilitator") on behalf of the **Republic of Rwanda** ("Client") hereby enters into this Consulting Services Agreement ("Agreement") effective as of March 12, 2018 ("Effective Date") for Client to retain **Mercury Public Affairs LLC**, a limited liability company having a business address at 200 Varick Street, Suite 600, New York, New York 10014-4809 ("Consultant"), as an independent contractor to perform the services described herein.

1. The Services. Facilitator and Consultant acknowledge and agree that Client has retained Consultant to render consulting services to the Client as specified on Schedule 1 attached hereto. In addition, subject to any limitations set forth on Schedule 1, Consultant will provide such other reasonable consulting services as the parties and Client shall mutually agree to in writing (together with the consulting services identified on Schedule 1, the "Services") during the Term (as described below).

2. Payment Terms. Client and Consultant agree that Consultant shall be entitled to receive and Client shall pay the fees, compensation and retainer set forth on Schedule 2, which may be modified from time to time as mutually agreed to in writing. The parties acknowledge and agree that the Schedule 2 fees include all expenses and there will be no separate reimbursement for expenses. Payment in full shall be made to Consultant upon receipt of invoice. Facilitator agrees to facilitate payment as provided herein as follows: (i) Facilitator will forward the Facilitator-approved invoice to Client for payment in accordance with the terms of this Section 2 and Schedule 2; (ii) Should Client elect to send funds to Facilitator for payment of the invoice, Facilitator shall collect and forward such funds as collected to Consultant; (iii) except to the extent such funds have been collected and received in Facilitator's accounts, Facilitator shall not be liable for any payment hereunder; and (iv) Facilitator is under no obligation to collect payments from Client.

3. Term. The Term of this Agreement shall begin on the Effective Date and will continue in effect until May 12, 2018 (the "Term"). The Term of this Agreement may continue on a month to month basis thereafter, if mutually agreed upon by both parties and Client in writing.

4. Facilitator Contact. Facilitator shall designate to Consultant, from time to time in writing, the primary contact for reporting and billing purposes. Contacts are identified on Schedule 3. Consultant shall keep the primary contact and Client for reporting purposes regularly informed as to the status of the performance of the Services in accordance with this consulting Agreement.

5. Independent Contractor Status. Consultant, Facilitator and Client agree that Consultant is an independent contractor and not an agent or employee of Facilitator or Client, and neither Consultant nor Facilitator or Client will not hold Consultant out as such an agent or employee. Consultant has no authority, obligation or responsibility to enter into any contracts on behalf of Facilitator or Client.

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6. Confidential Information/Trade Secrets. During the course of the performance of the Services, Consultant may have access to, have disclosed to it, or otherwise obtain information which Facilitator or Client identifies in writing or through labeling as being of a confidential and/or proprietary nature to it (the "Confidential Information"). Consultant shall use such Confidential Information solely in performance of its obligations under this Agreement and its duties and obligations to Client. Information shall not be deemed confidential if such information is: (i) already known to Consultant free of any restriction at the time it is obtained, (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly.

7. Non-Exclusive/Performance. Facilitator and Facilitator on behalf of Client hereby acknowledge and agree that Consultant shall, during the Term and thereafter, be entitled to perform and render services or conduct operations of a nature similar or dissimilar to the services or operations performed for Client under this Agreement on behalf of itself or other entities in the same or similar business as Client and nothing contained herein shall preclude Consultant from doing so. Notwithstanding anything contained in this Section 7 to the contrary, Consultant represents and warrants that throughout the Term it will devote such personnel and resources in the performance of the Services as it deems reasonably necessary to perform such Services hereunder diligently and conscientiously on a first class and first priority basis.

8. Indemnification. Subject to Facilitator's payment obligations as provided in Section 2 and Schedule 2, each party shall indemnify and hold harmless the other party, its principals, employees, officers and agents, (collectively, the "Indemnified Parties") from and against any and all liabilities, losses, claims, demands, actions, judgments, costs and expenses including but not limited to attorney's fees, arising out of or resulting from any negligence, gross negligence or willful misconduct by the indemnifying party, its employees, officers, directors and agents. For clarity, Facilitator is not obligated to make a payment unless it is actually received from Client and shall not be liable for the failure of Client to make such payment, whether or not timely.

   Mechanics of Indemnity. Each party's indemnification obligations set forth herein are conditioned upon the Indemnified Parties: (i) giving prompt written notice of any claim, action, suit or proceeding for which the Indemnified Parties are seeking indemnity; (ii) granting control of the defense and settlement of the action to the indemnifying party; and (iii) reasonably cooperating with the indemnifying party with respect to the defense of the action. Notwithstanding the foregoing, the Indemnified Parties may, at their option and expense, participate in the defense or settlement of any claim, action, suit or proceeding covered by this Section 8.

9. Publicity. Facilitator shall inform and commits Client not to use Consultant's name, logo, trademarks or service marks in any advertising, publicity releases, or any other materials without Consultant's prior written approval.

10. Assignment. Neither party shall assign this Agreement or otherwise transfer, subcontract or delegate any of its rights and/or obligations hereunder without the prior written consent of the other and any attempt to do so will be void.

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11. Notices. Any notice or other communication required or which may be given hereunder will be in writing and either delivered personally or mailed, by certified or registered mail, postage prepaid, or sent via facsimile or email, and will be deemed given when so delivered personally or if sent via facsimile, to a facsimile number designated below with receipt thereof confirmed electronically, or if mailed, 72 hours after the time of mailing or if by email upon reply that such notice is received as follows:

If to Consultant:	Mercury Public Affairs LLC 509 Guisando de Avila, Suite 100 Tampa, Florida 33613 Attention: Bibi Rahim Telephone: 813-908-1380 Fax: 813-969-0368 Email: DASAccounting@mercuryllc.com
If to Facilitator:	Peter Greenberg Worldwide PO Box 1377 Studio City, CA 91614 Attention: Loretta Copeland Telephone: (818) 985-9160 Email: loratpsg@aol.com

Either party may change the persons and address to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of California applicable to agreements negotiated, executed and performed entirely within the State of California, without regard to its conflicts of laws rules, and Consultant, Facilitator, and Client submit to the personal jurisdiction of the State of California.

13. No Liability of Consultant. Consultant shall bear no liability to Facilitator or Client for loss or damage in connection with advice or assistance by Consultant given in good faith performance of the Services.

14. Dispute Resolution. All disputes arising out of or in connection with this Agreement shall be adjudicated using the expedited procedures (including a single arbitrator) of JAMS located in Los Angeles County, California. Consultant and Facilitator and Client hereby irrevocably consent to and submit to the personal jurisdiction of such arbitration and waive any defense in the nature of forum non conveniens or like claim related thereto.

The prevailing party in any legal proceeding and/or arbitration in connection with this Agreement shall have the right to require the non-prevailing party in such proceeding to make payment to and reimburse the prevailing party for the entire amount of the outside legal fees and related out of pocket costs which the prevailing party shall have incurred in connection with the commencement, prosecution or defense of such proceeding and the trier of fact in such proceeding shall as a component of any judgment or award make an award to the

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prevailing party of such legal fees and costs. The prevailing party shall be that party which shall have prevailed on a majority, but not necessarily all, of the material issues which were adjudicated in such proceeding.

15. General.

(a) No amendments or modifications shall be binding upon either party unless made in writing and signed by both parties.

(b) This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the parties respecting the subject matter hereof.

(c) In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

(e) The parties hereto agree to perform any further acts and to execute and deliver any further documents which may be reasonably necessary or appropriate to carry out the purposes of this Agreement.

(f) The section headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

(g) Notwithstanding any provision to the contrary in this Agreement, in no event shall Consultant be liable to Facilitator or Client (whether for damages, indemnification or any other claim) for an amount greater than the amount of compensation (and not reimbursement for expenses) actually paid to Consultant by Client for the Services. Further, Facilitator shall not be liable to Consultant for an amount greater than that actually collected from Client for payment to Consultant.

(h) The parties represent that they are authorized to enter into this agreement and to sign this agreement in the capacities stated.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date noted above.

Mercury Public Affairs LLC.

By: _____

Name: MORRIS L. REID

Title: Partner

Date: 4 / 30 /2018

Peter Greenberg Worldwide

By: _____

Name: Peter S Greenberg

Title: Pres & CEO

Date: 05 / 11 /2018

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SCHEDULE 1

Services

Mercury Public Affairs, LLC will provide strategic consulting and management services specific to issues facing the Client in the following areas:

- Public relations and media relations services surrounding the premiere of Rwanda: The Royal Tour beginning date of contract and extending to two weeks following the premieres for requisite follow-up

- Consultant will provide the Client with a final report summarizing efforts and results upon conclusion of the contract period

It is expressly agreed and understood that the Services under this contract shall not include any lobbying activities (federal, state or local) whatsoever.

Consultant, Facilitator and Client will comply with the provisions of all federal, state and local laws, regulations, and requirements pertaining to the performance of services under this contract.

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SCHEDULE 2

Compensation

For consulting services identified in Schedule One, the fee negotiated with Client and that shall be paid is as follows:

- $80,000.00 project fee due and payable upon contract execution with Facilitator.

The project fee includes all expenses and Consultant shall not be entitled to invoice for any additional expense.

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SCHEDULE 3

Contact Information

Peter Greenberg Worldwide
PO Box 1377
Studio City, CA 91614
Attention: Loretta Copeland
Telephone: (818) 985-9160
Email: loratpsg@aol.com

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