

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. 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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 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 Neill and Company 815 Connecticut Ave., N.W., Ste. 800 Washington, D.C. 20006 | | 2. Registration No. 3320 |
| 3. Name of foreign principal Government of Cameroon | 4. Principal address of foreign principal Yaounde, Cameroon | |

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

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 his nationality _____

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

a) Branch or agency represented by the registrant.

President's Office

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

Yaounde, Cameroon

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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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

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

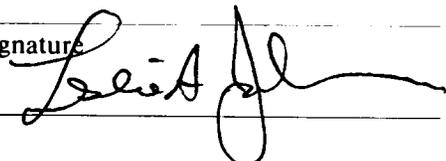
Financed by a foreign government, foreign political party, or other foreign principal..... Yes No

Subsidized in whole 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 may 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.

| Date of Exhibit A | Name and Title | Signature |
|-------------------|-------------------------------------|---|
| July 29 1991 | Leslie A. Janka, Ex. Vice President |  |

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. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant

Name of Foreign Principal

Neill and Company

Government of the Republic of Cameroon

Check Appropriate Boxes:

1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. 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 the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Registrant will advise the above-named foreign principal on diverse matters related to political, economic, commercial relationships with the United States. In addition, the Registrant will consult periodically with U.S. Government officials and Members of Congress on issues and legislation which may positively or negatively affect the economic development efforts of the Government of Cameroon.

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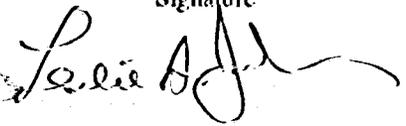
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See #4 above.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?
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 provide timely and accurate information to U.S. Government officials about the Cameroon, its policies and progress, for the purpose of strengthening the economic and political relationship with the U.S. and the Cameroon.

| Date of Exhibit B | Name and Title | Signature |
|-------------------|---------------------------------------|---|
| July 29, 1991 | Leslie A. Janka Ex. Vice President |  |

Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other 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.

AGREEMENT

BETWEEN:

VICKI ASSEVERO AND ASSOCIATES, company organized under the laws of the District of Columbia, with offices at 815 Connecticut Avenue, N.W., Washington, D.C. 20006 (hereinafter "VAA")

Represented by Mme. Vicki Assevero, its president

AND:

THE GOVERNMENT OF THE REPUBLIC OF CAMEROON
(hereinafter "the Government")

Represented by Mr. Sadou Hayatou, Secretary-General of the Presidency of the Republic,

IT IS AGREED AS FOLLOWS:

ARTICLE 1

This agreement formalizes the collaboration between the Government and VAA related to the following objectives:

- the creation of a positive image of the Republic of Cameroon in the United States;
- to increase the level of U.S. bilateral aid to the Republic of Cameroon;
- to seek U.S. investment and financing for the Republic of Cameroon.

ARTICLE 2

(a) VAA agrees to utilise its best efforts to achieve a program of services based on the goals set out in Article 1.

(b) VAA agrees to provide the Government with a report every three months which clearly establishes the actions undertaken and the progress or results obtained during such period accompanied by a program of activities for the following trimester.

ARTICLE 3

(a) The Government agrees, based on VAA's proposals, to fix the priorities within the services foreseen under Article 2 above, which may be modified as needed within the Government's discretion without any additional cost. Such modifications must be notified to VAA in writing and must fall within the scope of the objectives

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fixed in Article 1.

(b) the Government agreed to provide VAA with the information and documentation necessary to accomplish its mission in a timely manner. It also agrees in this respect to give the necessary instructions to the diplomatic representation in the United States to cooperate fully with VAA.

ARTICLE 4

(a) For the execution of the present agreement, the official interlocutor for VAA will be M. Sadou Hayatou, Secretary-General at the Presidency, from whom all directives shall be received.

(b) M. Sadou Hayatou, may, if need be, delegate his authority to another person of his choice. He may also designate three other persons of his choice for permanent liaison with VAA.

ARTICLE 5

(a) The fees due to VAA for the services foreseen under Article 2 above are 277,500 U.S. dollars.

(b) Payments of 55.500 U.S. dollars each will be made as follows:

1) the first payment will be made at the signature of the Agreement.

2) the four subsequent payments will be made every three months after communication and evaluation of a report by VAA establishing clearly the action taken and the results obtained during the course of the period including the objectives for the new trimester.

3) the last payment will be made at the expiration of this Agreement after the presentation of a general report on the fulfillment of the present Agreement.

ARTICLE 6

VAA will receive on a reimbursable basis in the context of this Agreement:

-a sum to to exceed 50,000 U.S. dollars for the costs of publications , travel, publicity supports and other expenses necessary to realize the services foreseen by this Agreement

ARTICLE 7

The present Agreement is concluded for eighteen months renewable by mutual agreement.

ARTICLE 8

The parties agree that an attempt will be made to settle all disputes under this Agreement amicably, failing which such disputes shall be settled by arbitration in accordance with the rules of the International Chamber of Commerce.

ARTICLE 9

The parties agree that all notices and communication between them will be sent to the following addresses:

(1) VICKI ASSEVERO & ASSOCIATES, LTD.
815 Connecticut Avenue, N.W.
Washington, D.C. 20006
Tel: (202) 463-8877 or 387-1818
Fax: (202) 833-8082

(2) M. Sadou HAYATOU
THE GOVERNEMENT OF CAMEROON
The Presidency
Yaoundé, Cameroon
Tel: (237) 22-16-13
Telex: 8207 KN
Fax: 22-08-70

ARTICLE 10

The present protocole becomes effective upon signature.

Signed in two originals on 14, march 1991

For the Government of the Republic of
Cameroon

For Vicki Assevero and
Associates

(signed)

(signed)

Sadou Hayatou

Vicki Assevero

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING, made as of this twenty-fifth day of July, by and between:

VICKI ASSEVERO AND ASSOCIATES, a corporation organized and existing under the laws of the District of Columbia, (hereinafter "VAA"); and

NEILL AND COMPANY, a corporation organized and existing under the laws of the District of Columbia, (hereinafter "NEILL")

WHEREAS VAA has concluded a contract (hereinafter "the contract") with the Government of the Cameroon for certain investment and political advisory services;

WHEREAS NEILL is a company with established experience in government relations and political advisory services to foreign governments;

WHEREAS in order to fully service the contract with the Cameroon, VAA desires the assistance and expertise of NEILL particularly in the area of inter-governmental relations; and

WHEREAS, NEILL is willing to provide such assistance and expertise to VAA:

IT IS HEREBY AGREED AS FOLLOWS:

1. VAA agrees to subcontract to NEILL the contract agreed to between VAA and the Government of the Cameroon as of 15 January 1991.
2. VAA agrees to provide the services of Vicki Assevero to NEILL in order to perform the contract.
3. NEILL will provide its expertise and administrative support to VAA in order to perform the contract.
4. VAA will pay to NEILL fifty-five thousand five hundred U.S. dollars to NEILL every trimester to the extent that the Government of the Cameroon pays VAA this said amount. VAA shall not be liable to NEILL for such amounts in the case of non-payment by the Government of the Cameroon; however, VAA shall use its best efforts to insure timely payment of its fees and to recover such amounts using all available legal means.

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4. This Memorandum shall be subject to the laws of the District of Columbia.
5. This Memorandum may be modified from time to time in writing.
6. This Memorandum shall commence with its execution by the parties and shall continue in full force and effect until the termination of the contract or such other agreements as may be made between VAA and NEILL.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

VICKI ASSEVERO AND ASSOCIATES, LTD.

By: _____

VICKI ASSEVERO
ITS CHIEF EXECUTIVE OFFICER

NEILL AND COMPANY

By: _____

DENIS NEILL
ITS PRESIDENT