

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 <http://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: <http://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: <http://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, Counterespionage 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

Nelson Mullins Riley & Scarborough LLP

2. Registration No.

5928

3. Name of Foreign Principal

Government of the Republic of Guinea

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.

In March 2015 the Registrant entered into an agreement with the Government of the Republic of Guinea to provide legal services in exchange for a monthly retainer of \$25,000. This agreement is in addition to the \$25,000 monthly consulting services agreement with the foreign principal previously disclosed by Registrant.

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

Provide foreign principal with legal services and defend the image of Guinea within the U.S. in relation to potential litigation or legal services.

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.

Potential contacts with media and others in connection with legal services.

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
December 14, 2015	Craig H. Metz, Partner	/s/ Craig H. Metz 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.

Nelson Mullins

Nelson Mullins Riley & Scarborough LLP
Attorneys and Counselors at Law
101 Constitution Avenue, NW / Suite 900 / Washington, DC 20001
Tel: 202.712.2800 Fax: 202.712.2860
www.nelsonmullins.com

LEGAL SERVICES AGREEMENT

This contract for legal services is entered between Nelson Mullins Riley & Scarborough LLP ("Nelson Mullins" or the "Firm") and the Government of the Republic of Guinea. Nelson Mullins shall serve as attorneys and provide legal advice to the Government of the Republic of Guinea.

- 1. Services:** Nelson Mullins agrees to provide legal advice and counsel to the Government of Guinea.
- 2. Term:** This Contract shall be valid as of March 1, 2015 for a period of 1 year unless earlier terminated by either party at any time on 30 days' prior written notice with full period compensation.
- 3. Compensation:** The Government of the Republic of Guinea has agreed to pay the legal fees, costs, and expenses regarding this engagement. Subject to the terms of this paragraph, the Government of the Republic of Guinea will pay Nelson Mullins a monthly retainer of \$25,000 payable quarterly in advance for a period of one (1) year, effective March 1, 2015 through December 31, 2015 to provide legal services. The initial retainer payment for the first quarter should be paid upon execution of this agreement. Wiring instructions are attached. Subsequent monthly payments shall be made in advance on or before the start of the subsequent quarter. If mutually agreeable to both parties, at the end of the initial one (1) year retainer period, this engagement may convert to a month-to-month basis on the same terms. This engagement, however, may be terminated by either party for any reason after an initial three (3) month engagement period and can be terminated in any successive quarter. Unless otherwise mutually agreed upon, the Firm's fees will be paid from your monthly retainer structure. Additional legal work under this engagement will be paid on a mutually agreeable basis, either under a separate retainer for each new matter, or by an hourly rate. In the course of providing legal advice, by mutual agreement, it may be necessary for the Firm to subcontract with firms or individuals with subject matter expertise. Such firms and individuals will operate under my supervision and be part of the attorney-client and work-product privilege as case law in the United States provides.
- 4. Assignment:** Nelson Mullins shall have the right to assign its rights and delegate its duties under this Agreement to other law firms or consulting firms as it sees fit with the prior consent of the Government of the Republic of Guinea.

With offices in the District of Columbia, Florida, Georgia, Massachusetts, North Carolina, South Carolina, Tennessee and West Virginia

5. Dispute Resolution: Except as otherwise provided in this section any controversy or claim or differences arising out of or related to this Contract, or the existence, formation, validity, interpretation, performance, enforcement, breach or termination thereof shall be settled under the then current Commercial Arbitration rules of the American Arbitration Association. Such arbitration shall be administered by the American Arbitration Association. This Contract shall be governed, construed and interpreted in accordance with the substantive laws of Washington DC, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. Venue in such arbitration shall be Washington DC. The parties in such arbitration shall bear their own attorneys' fees and costs in connection with such arbitration. This Section shall not be interpreted to prevent a party from seeking injunctive relief and/or from seeking to enforce any award rendered by the arbitrator(s) in such arbitration from any other court in Washington DC. The arbitrator(s) in such arbitration shall not be empowered to award punitive damages.

6. General Provisions: This Contract constitutes the entire agreement between the parties, superseding all prior written or oral agreements, commitments or understandings with respect to the matters covered hereby and herein. No amendment shall be binding unless in writing and signed by both parties or by authorized representatives of both. Headings are for convenience only and are not operative terms of this Contract. Notices and other correspondence pursuant to or in connection with this Contract shall be mailed to such address as each party may direct in writing.

This Contract may be executed in counterpart originals each of which and both of which will constitute an original.

IN WITNESS WHEREOF, the parties have executed this Contract:

ACCEPTED AND AGREED:

Government of Guinea

By: _____
Name: _____
Its: _____

Nelson Mullins LLP

By: _____
Name: _____
Its: _____