



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

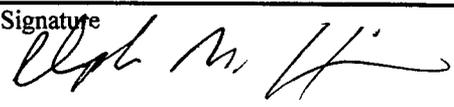
9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

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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.

### 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 A 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 A 07 MARCH	Name and Title Christopher Harvin Partner, Sanitas International	Signature 
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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> or an original form for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

**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  Sanitas International	2. Registration No.  5693 5963
3. Name of Foreign Principal  Government of the Republic of Congo via Empire Solutions LLC	
<u>Check Appropriate Box:</u>	

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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.  
  
A contract is currently being formalized which outlines the scope of work and the yearly retainer fees associated with the performed services.

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

Provide strategic communications and public affairs services to the Republic of the Congo.

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.

Strategic Communications and Public Affairs outreach to media, thought leaders and government officials.

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### 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
07 MARCH 2011	Christopher Harvin	

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.

# sanitas

International

February 22, 2011

**Thomas J. Basile**  
Principal  
Empire Solutions LLC

**RE: Strategic Communications and Government Affairs Support for the Republic of the Congo through Empire Solutions**

Dear Mr. Basile,

This letter is to confirm that your firm, on behalf of the government of the Republic of Congo wishes to retain Sanitas International, its agents and assigns to provide strategic counsel, public affairs and other communications services for the purpose of supporting the needs of the government of Congo in the United States through Empire Solutions LLC. We look forward to developing and strengthening our relationship while working closely with you and your client.

Actual scope of work, terms of agreement, timetable for implementation, and fees for said services and additional expenses will be based on your initial contract and memorialized in a separate agreement. Retainer and other fee arrangements will be billed against time as determined by the scope of work being now being negotiated.

Compensation may be in the form of a monthly retainer or some other series of payments, with an up-front payment also yet to be determined.

By engaging in some form with Sanitas International you also understand that any agreements and other supplemental materials may be required under Federal law to be filed with the US Department of Justice in reference to our support for the Republic of the Congo through Empire Solutions.

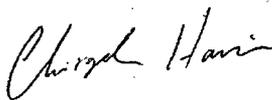
Sanitas International looks forward to helping you achieve your goals and increase awareness for the Republic Congo with a wide range of audiences and stakeholders. We also look forward to a long and productive relationship with Empire and we are eager to start working on your behalf and on behalf of the Republic of Congo.

Please sign this letter and return it to the address given below.

Very truly yours,

**On behalf of the Sanitas Team**

I have read the above letter and agree and accept the terms and the conditions set forth therein.



Signature: \_\_\_\_\_

22 February 2011

**Christopher Harvin, Partner**  
Sanitas International



Signature: \_\_\_\_\_

22 February 2011

**Thomas Basile, Principal**  
Empire Solutions LLC

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