

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  McBee Strategic Consulting, LLC	2. Registration No.  6176
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3. Name of Foreign Principal

Embassy of the Federal Republic of Nigeria

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 will provide general commercial communications and media relations services on behalf of the Embassy of the Federal Republic of Nigeria, including increasing Nigeria's media profile, generating media messaging narrative, developing thought leadership opportunities, promoting news media engagement, increasing social media engagement, stakeholder development, and media monitoring.

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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 will provide general commercial communications and media relations services on behalf of the Embassy of the Federal Republic of Nigeria, including increasing Nigeria's media profile, generating media messaging narrative, developing thought leadership opportunities, promoting news media engagement, increasing social media engagement, stakeholder development, and media monitoring.

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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 will provide general commercial communications and media relations services on behalf of the Embassy of the Federal Republic of Nigeria, including increasing Nigeria's media profile, generating media messaging narrative, developing thought leadership opportunities, promoting news media engagement, increasing social media engagement, stakeholder development, and media monitoring, in an effort to educate and inform U.S. officials and non-governmental organizations.

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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
September 13, 2013	Jennifer Noland, General Counsel	/s/ Jennifer Noland 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.

## INDEPENDENT CONTRACTOR SERVICES AGREEMENT

by and between

THE EMBASSY OF THE FEDERAL REPUBLIC OF NIGERIA

and

MCBEE STRATEGIC CONSULTING, LLC

THIS INDEPENDENT CONTRACTOR SERVICES AGREEMENT (this "*Agreement*") is made by and between the Embassy of the Federal Republic of Nigeria (the "*Embassy of Nigeria*") and McBee Strategic Consulting, LLC, a Delaware limited liability company ("*McBee Strategic*"), as of July 18, 2013.

1. **ENGAGEMENT OF SERVICES.** The Embassy of Nigeria shall engage McBee Strategic to perform general commercial communications and media relations services on its behalf, including increasing Nigeria's media profile, generating media messaging narrative, developing thought leadership opportunities, promoting news media engagement, increasing social media engagement, stakeholder development, and media monitoring.
2. **COMPENSATION.**
  - a. **RETAINER FEE.** The Embassy of Nigeria will pay McBee Strategic a monthly retainer fee (the "*Retainer Fee*") as compensation for services rendered under this Agreement. The Retainer Fee shall be Twenty Eight Thousand Five hundred dollars (\$28,500) per month.
  - b. **EXPENSES.** The Embassy of Nigeria shall pay for any reasonable and customary expenses incurred by McBee Strategic in connection with the performance of services under this Agreement, provided that McBee Strategic will submit appropriate documentation ("*Expenses*"). International travel requested by the Embassy of Nigeria shall be deemed approved for business class of travel. All Expenses shall be subject to a nine percent (9%) administrative fee.
  - c. **PAYMENT.** The Retainer Fee and Expenses shall be payable *in advance* as follows:
    - i. **RETAINER FEE MONTHS 1 – 3.** The Retainer Fees covering July 18, 2013 through October 18, 2013 totaling Eighty Five Thousand and Five Hundred dollars (\$85,500) shall be due and payable on July 18, 2013. Work will not start until receipt of first payment.
    - ii. **RETAINER FEE MONTHS 4 – 6.** The Retainer Fees covering October 19, 2013 through December 18, 2013 totaling Eighty Five Thousand and Five Hundred dollars (\$85,500) shall be due and payable in advance on or before October 19, 2013.
    - iii. **EXPENSES.** The Embassy of Nigeria shall submit Fifty Thousand dollars (\$50,000) to McBee Strategic on July 18, 2013 to be used for the purpose of paying for expenses incurred on behalf of the Embassy of Nigeria

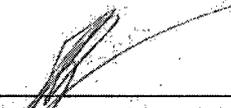
("Expense Advance"). McBee Strategic shall submit additional invoices for Expense Advances if and when the initial \$50,000 is substantially depleted. Unused portions of any Expense Advance shall be returned to the Embassy of Nigeria upon termination of this Agreement.

- iv. **OUTSTANDING AMOUNTS.** No work shall be performed without advance payment. On the last day of each month, McBee Strategic will assess a late fee equal to two percent (2%) of any unpaid balance outstanding as of such date.
3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** McBee Strategic's relationship with the Embassy of Nigeria will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. McBee Strategic is not the agent of the Embassy of Nigeria and is not authorized to make any representation, contract, or commitment on behalf of the Embassy of Nigeria.
4. **TERM.** This Agreement shall remain in place from July 18, 2013 until January 18, 2014 or until terminated by either the Embassy of Nigeria or McBee Strategic as provided for in this Agreement. This Agreement shall be renewable upon written consent of both the Embassy of Nigeria and McBee Strategic.
5. **TERMINATION.** Either the Embassy of Nigeria or McBee Strategic may terminate this Agreement at any time and without any breach upon sixty (60) days' prior written notice.
6. **FOREIGN CORRUPT PRACTICES ACT.** Both parties to this Agreement agree to comply at all times with the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, and all similar foreign and local anticorruption laws in effect in the Federal Republic of Nigeria. Both parties agree to give prompt written notice to the other party at any time during the term of this Agreement if such party has failed to comply with the requirements of this section.
7. **GOVERNING LAW AND VENUE.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the conflicts of law principals thereof. The parties agree the exclusive place of jurisdiction for any action, suit, or proceeding arising under or in connection with this Agreement shall be the local or federal courts in Washington, DC. The Embassy of Nigeria expressly waives, to the fullest extent permissible under applicable law, any claim to sovereign immunity, and agrees not to assert any such right or claim in any proceeding pursuant to this Agreement, whether in the United States or any other jurisdiction. Without limiting the generality of the foregoing, the Embassy of Nigeria further agrees that the waivers set forth in this paragraph shall have the fullest extent permitted under the Foreign Sovereign Immunities Act of 1976 of the United States and are intended to be irrevocable for purposes of such Act.

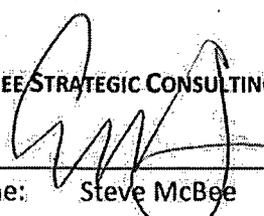
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Embassy of Nigeria and McBee Strategic have caused this Independent Contractor Services Agreement to be executed by their duly authorized representatives as of the date first set forth above.

**THE EMBASSY OF THE FEDERAL REPUBLIC OF NIGERIA:**

By:   
Name: The Honorable Adebowale Ibidapo Adefuye  
Title: Ambassador  
Address: 3519 International Court, NW  
Washington, DC 20008

**MCBEE STRATEGIC CONSULTING, LLC:**

By:  July 22, 2013  
Name: Steve McBee  
Title: President & CEO  
Address: 455 Massachusetts Avenue, NW  
12<sup>th</sup> Floor  
Washington, DC 20001