

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by 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 this 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 .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, 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 and Address of Registrant

Burson-Marsteller, LLC

2. Registration No.

0227

3. Name of Foreign Principal

Delano Family Limited

4. Principal Address of Foreign Principal

6 Bawku Street, Wuse 2, Abuja Nigeria

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

- Government of a foreign country<sup>1</sup>
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
- |                                      |   |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee                      |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group                |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other ( <i>specify</i> ) _____ |
- Individual-State nationality \_\_\_\_\_

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

a) Branch or agency represented by the registrant

NA

b) Name and title of official with whom registrant deals

NA

7. If the foreign principal is a foreign political party, state:

a) Principal address

6 Bawku Street, Wuse 2, Abuja Nigeria

b) Name and title of official with whom registrant deals Ladi Delano, Delano Family Ltd

c) Principal aim Outreach to Media

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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.

NA

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.)*

NA

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.

NA

**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	Name and Title	Signature
June 18, 2014	Sharon Balkam, Managing Director	/s/ Sharon Balkam

eSigned

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

Burson Marsteller

2. Registration No.

6227

3. Name of Foreign Principal

Delano Family Limited

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:

BM US was coordinating with our UK Office; the contract is with BM London. BM US reached out to reporters requesting a meeting. No one responded and the project was called off.

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

Project has been cancelled. Emails were sent to reporters to request a meeting, but no one responded. The project was cancelled.

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.

**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
June 18, 2014		/s/ Sharon Balkam 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.



Burson-Marsteller

Level 6 South  
Central St Giles  
1 St Giles High  
Street  
London

Delano Family Limited  
6 Bawku Street  
Wuse 2  
Abuja  
Nigeria

12 May 2014

### Engagement Letter

Dear Mr. Delano,

We are delighted that you have decided to appoint us, Burson-Marsteller, a division of Young & Rubicam Group Limited, whose principal place of business is at Level 6 South, Central Saint Giles, 1<sup>st</sup> St Giles High Street, London WC2H 8AG ("the Agency", "us", "we" or "B-M") to provide you, Delano Family Limited ("you" or the "Client") with the public relations and public affairs services described below and such other services as we may agree from time to time ("Services"). Where agreed in writing, we shall provide the Services through our named domestic and international offices, affiliates and subsidiaries to your named international offices, affiliates and subsidiaries.

This letter summarises the key terms of our agreement with you and, together with our standard Terms of Business (together the "Agreement"), sets out the terms of our working relationship.

**Appointment:** Our appointment with you will be deemed to have started on May 12, 2014 and will continue for an initial period of 1 month.

**Fees and Scope of Services:** You have agreed to pay the Agency the following Fees in respect of the Services listed below.

Burson-Marsteller will support you by:

- Developing a brief messaging document for your representatives
- Pursuing meetings with media in London and Washington, D.C.
- Pursuing meetings with political leaders and civil servants in London and Washington, D.C.
- Developing briefing materials for your representatives ahead of meetings

**Total Fees:** \$100,000 USD

Please note that meetings with political leaders and civil servants in Washington, D.C., will be pursued by Prime Policy Group, our government relations partner.

All amounts referred to in this agreement are exclusive of VAT and any other applicable national, regional or local taxes.

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This Engagement Letter should be read in conjunction with our standard Terms of Business.

**Additional Services:** Any work beyond the scope of Services described above shall be negotiated separately and proposed by B-M to you on a per project basis. Once agreed in principle, B-M will issue a new Engagement Letter to cover the additional projects and each such Engagement Letter will incorporate and be governed by the standard Terms of Business, subject to any amendments agreed in the applicable Engagement Letter.

**Third Party Costs and Expenses**

In addition to fees, we will invoice out-of-pocket expenses and third party costs incurred in the course of performing the scope of work including, but not limited to:

- Travel
- Accommodation and subsistence
- Design, artwork and print
- Securing of media clips which incur fees (e.g., radio and television clips ordered via broadcast monitoring service)
- Messenger service

Expenses will be invoiced monthly in arrears, and supporting documentation will be available for review at your request. These invoices should be settled within 15 days.

**Billing and Payment Terms**

We will invoice you for our Fees in advance. We will send an invoice together with this Agreement and in case applicable an invoice for costs occurred at the end of the project. Payment of the full amount of the Fees is required in advance of Burson-Marsteller commencing any Services under this scope of work.

Payment shall be made of all Fees and Operating Expenses upon receipt on all invoices and we reserve our statutory right to charge interest on invoices outstanding after this period.

Please confirm your acceptance of the above by signing in the space provided below and returning one signed copy of this Engagement Letter.

Yours sincerely,

Burson-Marsteller  
Kevin Bell  
Title: Global Chair Public Affairs  
May 12, 2015

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This Engagement Letter should be read in conjunction with our standard Terms of Business.

**Accepted and agreed by:**

Delano Family Limited

DocuSigned by:  
*Ladi Delano*  
By: 59ABD5FA9AC142C...

Name: Ladi Delano

Title: Director

Date: 5/14/2014

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This Engagement Letter should be read in conjunction with our standard Terms of Business.