

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.

<p>1. Name and Address of Registrant CD Global Strategies Group LLC 1423 S St NW, #1 Washington, DC 20009</p>	<p>2. Registration No. <i>60602</i></p>
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<p>3. Name of Foreign Principal Republic of Togo</p>	<p>4. Principal Address of Foreign Principal Palais présidentiel, Avenue de la Marina, Lomé, Togo</p>
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5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (*specify*) _____
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant
Office of the President
- b) Name and title of official with whom registrant deals
Victoire S. Tomegah Dogbe, Chief of Staff for the Office of the President

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

- a) Principal address
N/A
- b) Name and title of official with whom registrant deals N/A
- c) Principal aim N/A

¹ "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.

N/A

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.)

N/A

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.

N/A

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
11/11/14	Calvin Dark, President	

U.S. Department of Justice

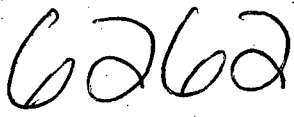
Washington, DC 20530

**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 CD Global Strategies Group LLC 1423 S St NW, #1 Washington, DC 20009	2. Registration No. 
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3. Name of Foreign Principal

Republic of Togo

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.

CD Global Strategies Group LLC will advise and conduct government and media outreach on behalf of the Republic of Togo.

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

CD Global Strategies Group LLC organizes meetings and events with US Congressional offices, think tanks, NGOs and media to create awareness around political and economic development in the Republic of Togo.

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.

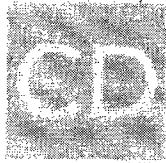
CD Global Strategies Group LLC organizes meetings and events with US Congressional offices, think tanks, NGOs and media to create awareness around political and economic development in the Republic of Togo.

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
11/11/14	Calvin Dark, President	

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.



Global Strategies Group LLC

PROTOCOLE D'ACCORD

Le présent Protocole définit les conditions sous lesquelles CD Global Strategies Group LLC (CDGSG) fournira ses services de relations publiques, de communications stratégiques et de sensibilisation pour la République du Togo aux Etats-Unis pour la période du 19 septembre 2014 au 18 décembre 2014.

Services

CDGSG fournira un large éventail de services, y compris des conseils professionnels et stratégiques et des services de relations publiques pour que la République du Togo renforce ses relations avec les Etats-Unis conformément aux services spécifiques décrits dans le document joint en annexe.

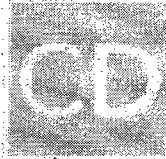
Sur la base des informations et de la documentation technique transmises par le Gouvernement du Togo, CDGSG apportera son appui technique conformément au plan de travail retenu.

A ce titre CDGSG s'engage à conseiller le Gouvernement du Togo et à réaliser les services spécifiques détaillés en annexe au présent MOU.

Confidentialité

Les informations et documents non publics, transmis ou produits dans le cadre des présentes, sont confidentiels.

A ce titre, CDGSG s'engage à traiter confidentiellement toutes les informations communiquées par le Gouvernement du Togo, étant entendu qu'aucune information ou qu'aucun document ne pourra être divulgué à des tiers autres que ceux impliqués dans l'exécution du présent protocole sans l'autorisation préalable du Gouvernement du Togo.



Global Strategies Group LLC

Rémunération

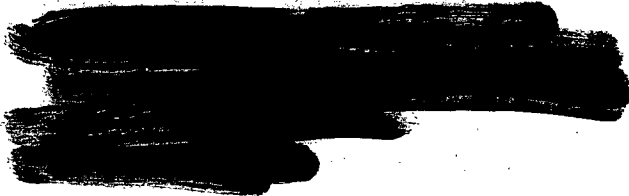
Les parties conviennent que l'exécution des prestations convenues aux présentes feront l'objet d'une rémunération globale de deux cent mille dollars US (\$ 200.000). Les frais et dépenses exposés par le prestataire sur accord exprès écrit préalable de la Présidence de la République Togolaise seront facturés à leur coût réel.

La rémunération est payable à raison de :

- cinquante pour cent (50%) à la signature du protocole ;
- vingt cinq pour cent (25%) après quarante cinq (45) jours d'activités, soit le 3 novembre 2014 ;
- vingt cinq pour cent (25%) à la fin du contrat.

Le règlement de la rémunération pourra s'effectuer :

- Par virement bancaire sur le compte :



Frais et Dépenses

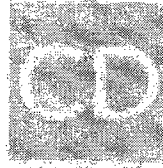
Tous les frais supplémentaires raisonnables, y compris de voyage, d'impression, réglementaires, seront à facturer suite à l'approbation écrite préalable de la République du Togo.

Suspension / Résiliation

Le Gouvernement du Togo pourra suspendre les présentes, en dehors de tout cas de force majeure et de non respect par CDGSG de ses obligations.

Au cas où la suspension, quelle qu'en soit la cause, dure plus d'un (01) mois, le Gouvernement du Togo et CDGSG se concerteront pour décider de la continuation ou non du présent contrat.

Est considéré comme force majeure, tout événement imprévisible, insurmontable et



Global Strategies Group LLC

indépendant de la volonté des parties empêchant l'une des parties d'exécuter son obligation.

La partie constatant la force majeure devra la notifier sans délai à l'autre partie.

La force majeure suspend les obligations contractuelles de la partie concernée qui sont affectées. Au cas où l'exécution du présent protocole est interrompue ou empêchée par un cas de force majeure, les deux parties seront dispensées de leurs obligations contractuelles pendant la durée du cas de force majeure.

La partie empêchée devra faire toute démarche raisonnable en vue de reprendre dès que possible l'exécution du présent contrat dès la cessation de la force majeure. Dans le cas où le cas de force majeure se poursuivrait au delà d'un délai de un mois, les parties se réservent le droit de résilier le présent accord.

Le présent accord pourra être résilié par l'une ou l'autre des parties sous réserve d'un préavis notifié par écrit dans un délai de 30 jours.

Intégralité du Contrat

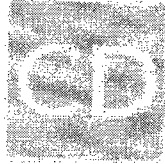
Ce protocole constitue tout l'accord et compréhension des parties relatifs aux activités jointes en annexe; remplace et annule toute entente ou agreement préalable. Cet accord peut être modifié par écrit et signature des parties. Dans le cas d'une provision de cet accord soit illégale ou inapplicable, telle provision sera invalidée et le reste de l'agreement demeurera en vigueur et de plein effet.

Tous les litiges nés de l'exécution ou de l'interprétation des présentes seront réglés à l'amiable et, à défaut de règlement amiable dans un délai d'un (01) mois, ils seront tranchés définitivement par les tribunaux compétents de la ville de Lomé.

Le présent protocole d'accord prend effet à compter de sa date de signature et est conclu pour une durée de trois (03) mois.

Fait en double exemplaire à Lomé, le 19 septembre 2014.

Global Strategies Group LLC
1100 Peachtree Street, N.E., Suite 1000, Atlanta, GA 30309
Tel: (404) 525-1100
www.globalstrategies.com



Global Strategies Group LLC

Pour

CD Global Strategies Group LLC

Par:

Nom : Calvin Dark

Titre: President

Date:

19 Sept 2014

Pour

La République du Togo

Par:

Nom:

Titre:

Date:

Victoire S. TOMEGA DOOBE

Le Directeur du Cabinet

du Président de la République

19 SEP 2014

MEMORANDUM OF UNDERSTANDING (MOU)

This MOU sets forth the conditions under which CD Global Strategies Group LLC (CDGSG) will provide public relations, strategic communications and outreach services for the Republic of Togo in the United States from September 18, 2014 to December 18, 2015.

Services

CDGSG will provide a wide range of services, including professional and strategic consulting and public relations services to the Republic of Togo in order to strengthen its relations with the United States in accordance with the strategic plan described in the attached document.

Based on the information and documentation provided by the Government of Togo, CDGSG will provide strategic support and counsel in accordance with the agreed upon work plan.

To this end, CDGSG will advise the Government of Togo and provide services to carry out the services detailed in the appendix to this MOU.

Confidentiality

All information and non-public documents, transmitted or produced under this MOU are confidential.

CDGSG will treat as confidential all information provided by the Government of Togo, provided that no information or any document is disclosed to third parties other than those involved in the activities outlined in this MOU without prior approval of the Government of Togo.

Compensation

For the services described herein, the Republic of Togo will pay CDGSG a fee of two hundred thousand US dollars (\$200,000.00) for a period of three months.

Compensation for the services described above are to be paid as follows:

- Fifty percent (50%) upon signature of this MOU;
- Twenty-five percent (25%) after 45 days of services provided;
- Twenty-five percent (25%) at the end of the contract.

Payment for the services described herein will be made according to the following terms:

- By bank wire transfer to:



- Or in direct payment.

Expenses and Fees

All reasonable additional expenses including travel, printing and regulatory fees, will be billed following the prior written consent of the Republic of Togo.

Suspension / Termination

The Government of Togo can suspend this MOU, barring any force majeure and non-compliance by CDGSG.

In the event that the suspension, whatever the cause, lasts more than one (1) month, the Government of Togo and CDGSG will work together to agree upon the continuation or termination of this contract.

It will be considered as a force majeure any unforeseen events that are insurmountable and beyond the control of the parties which prevents either or both parties to perform its obligations.

The party that declares a force majeure must promptly notify the other party.

Any force majeure relieves the affected party of the contractual obligations assigned to it. If the execution of this MOU is interrupted or prevented by a force majeure, both parties will be relieved of their contractual obligations for the duration of the force majeure.

The affected party shall undertake all reasonable actions to resume, as soon as possible, the activities described in this contract upon cessation of the force majeure. In the event that the force majeure continues beyond one month, the parties reserve the right to terminate this MOU.

This MOU may be terminated by either party upon a written notice of 30 days.

Upon termination by the Government of Togo or in the case of suspension of more than one (1) month, except in case of force majeure or that CDGSG does not respect its obligations under this contract, the Government of Togo CDGSG will pay as compensation the equivalent to 50% of the outstanding amount.

Entire Agreement

This MOU constitutes the entire agreement and understanding of the parties of the activities outlined in the attached; this MOU supersedes any prior understanding or agreement. This agreement may be amended in writing and signed by the parties. In the event that a provision of this agreement is deemed illegal or unenforceable, such provision shall be invalidated and the remainder of the agreement shall remain in full force and effect.

All litigation arising from the execution or interpretation of this MOU will be settled amicably, and failing amicable settlement within a period of one (1) month, it shall be adjudicated by the competent courts of the city of Lomé, Togo.

This MOU becomes effective upon the date of its signature and shall be valid for a period of six (06) months.

Signed in duplicate in Lomé, September 19, 2014

For

For

CD Global Strategies Group LLC

The Republic of Togo

By: _____

By: _____

Name : Calvin Dark

Name: _____

Title: President

Title:

Date: _____

Date: _____