

OMB No. 1124-0006; Expires May 31, 2020

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 <https://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: <https://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: <https://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, Counterintelligence and Export Control 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 Avenue Strategies Global, LLC	2. Registration No. 6446
--	---------------------------------

3. Name of Foreign Principal Commission Electorale Nationale Indépendante	4. Principal Address of Foreign Principal 4471, Boulevard du 30 Juin, Kinshasa-Gombe. Ref en face d e du Building ONATRA
--	--

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*) Independent Government Commission
- Individual-State nationality

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

- a) Branch or agency represented by the registrant
- b) Name and title of official with whom registrant deals

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

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

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.

CENI is an independent commission made up of members of the clergy, civil society, leaders from the opposition political parties and others responsible for carrying out free, fair and transparent elections for the Democratic Republic of the Congo.

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.)

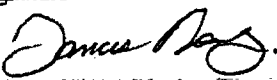
CENI is an organization of independent public law, established by the Congolese Constitution. The Commission has administrative and financial autonomy but is financed and subsidized by the Democratic Republic of the Congo.

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.

CENI is an independent commission, funded by the government, but led by a 17-member leadership made up of members of the clergy, civil society, leaders from the opposition political parties and others.

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 1, 2018	James F. Lang, Counsel	

OMB No. 1124-0004; Expires May 31, 2020

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 <https://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: <https://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: <https://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, Counterintelligence and Export Control 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 Avenue Strategies Global, LLC	2. Registration No. 6446
3. Name of Foreign Principal Commission Electorale Nationale Indépendante	

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.

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

Registrant will provide strategic communications consulting and public relations services on behalf of the foreign principal.

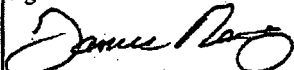
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

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 may undertake activities to introduce CENI officials and communicate issues regarding a free, democratic and transparent election in the Democratic Republic of the Congo.

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 1, 2018	James F. Lang, Counsel	

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.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement")

dated this 30th day of May, 2018

BY AND BETWEEN:

Commission Electorale Nationale Indépendante (CENI)

(the "Client")

- AND -

Avenue Strategies Global, LLC, a Delaware limited liability company, 1627 I
Street NW Suite 1110, Washington, D.C., 20006

(the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

- 1. The Client hereby agrees to engage the Contractor to provide the Client with services as set forth on Exhibit A (the "Services")
- 2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client. The Contractor may from time to time engage others (at no cost or expense to the Client) to assist in providing the Services and the Client

acknowledges and agrees to such third-party involvement as Contractor may deem reasonable and necessary. Contractor and its representatives and subcontractors providing services on its behalf hereunder will devote substantial time, but not full time, to this engagement. Client understands and acknowledges that Contractor and such representatives and subcontractor have and will continue to have other engagements during the term of this Agreement.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on June 6, 2018 and will remain in full force and effect until October 6, 2018. The Term of this Agreement may be extended with the written consent of the Parties.

Performance

4. The Parties agree to do everything reasonably necessary and appropriate consistent with standard industry practice to ensure that the terms of this Agreement take effect.

Currency

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

6. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor of \$19,000 per month.
7. A deposit of \$38,000 (the "Deposit") will be payable by the Client simultaneously with the execution and delivery hereof, a signed Agreement. All invoices are to be paid in full upon receipt.
8. After the initial deposit, payments are to be made in full on the first day of every month until the contract is expired.

Reimbursement of Expenses

9. The Contractor will be reimbursed for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services under this Agreement, upon presentation of appropriate documentation

therefore. All expenses, including any travel expenses, need to be pre-approved by the Client.

10. All incurred expenses will be reimbursed by Client within fifteen (15) days of Client's receipt of invoices therefor. Expenses may include, but not be limited to, transportation, lodging and meals.

Confidentiality

11. This is a confidential engagement. The Contractor agrees to obtain prior, written consent from the Client before disclosing Client as a client of the Contractor. This includes but is not limited to inclusion of Client on Contractor's client lists, marketing materials, press materials or websites which are publicly available.
12. The term "Confidential Information" means any nonpublic, confidential, or proprietary information given in any medium, whether or not identified or marked as "Confidential" or with any similar legend, including but not limited to all customer or consumer information, as well as any material prepared by the Recipient and its representatives that contains or reflects such information. The term "Recipient" means the party to whom the Confidential Information is disclosed.
13. Each Recipient shall permit access to the Confidential Information of the other Party only to the Recipient's Personnel who have (a) a need to know the Confidential Information and (b) agreed to provide physical and virtual protections as least as restrictive as those required by this Agreement and by the Gramm-Leach-Bliley Act. The Recipient shall comply with all federal, state, and local laws, rules, regulations, and ordinances governing or relating to privacy rights in connection with its performance under this Agreement including, without limitation, the Gramm-Leach-Bliley Act.
14. Each Recipient agrees that it will hold in strict confidence and not disclose any Confidential Information of the other Party for any purpose whatsoever, except as allowed by this Agreement.
15. Notwithstanding the restrictions in this Agreement, a Recipient's disclosure of Confidential Information in response to a valid order by a court or governmental body is not a violation of this Agreement, provided that (if legally permitted) the Recipient provides the other Party 2

computer records or files containing Confidential Information which have been created pursuant to automatic archiving and back-up procedures and such archives and/or backups are not accessible during the ordinary course of business. Customer or consumer information shall be destroyed by a method that ensures it is always protected from unauthorized disclosure. Confidential Information disposed of in the regular course of business shall be securely destroyed and, where applicable, in accordance with the Disposal of Consumer Information provision of the FACT Act.

19. All Confidential Information of the disclosing Party is and shall remain the property of the disclosing party. By disclosing the Confidential Information to the Recipient, the disclosing party does not grant any express or implied rights or license to the Recipient.
20. Each Party agrees that the other Party is entitled to seek injunctive relief for a Breach and other relief as may be granted by a court with jurisdiction. The Recipient agrees to defend, indemnify, and hold harmless the other Party and its Personnel from any and all third party claims, demands, liabilities, costs and expenses, including reasonable attorneys' fees, costs, and expenses resulting from the Recipient's material breach of this Agreement.

Ownership of Intellectual Property

21. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
22. The Contractor may not use the Intellectual Property for any purpose other than in performing its duties pursuant to this Agreement except with the written consent of the Client. 2

Return of Property

23. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Reliance on Client's Information

24. Client acknowledges and agrees that Contractor, in performance of its duties under this Agreement, will be relying on the truth, completeness and accuracy of the written documentation delivered and the verbal communication made by Client and its agents to Contractor and its agents in connection with any and all matters relating to Contractor's engagement hereunder.

Capacity/Independent Contractor

25. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

Notice

26. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
 - a. Commission Electorale Nationale Indépendante (CENI)
 - b. Avenue Strategies Global, LLC
1627 I Street NW Suite 1110, Washington, District of Columbia, 20006 2

or to such other address as any Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

27. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Modification of Agreement

28. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.


Time of the Essence

29. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

30. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

31. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement and Exhibit A hereto. 

Enurement

32. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

33. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

34. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

35. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Commonwealth of Virginia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

36. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

37. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Termination

38. Either party may terminate this Agreement at any time with 30-days written notice. In such event, Client shall be obligated to pay Contractor any unpaid and undisputed amounts due for Services rendered through the date of the termination. Further, Client agrees to forfeit the remaining balance of the 2

deposit in the event that the Agreement is terminated before the end of the two-month period covered by the deposit.

Conflicts of Interest

39. Contractor agrees that it will avoid activities, investments or other situations which may conflict with its duties to Client as described herein. In providing services under this Agreement, the Contractor agrees that, as of this date, the Contractor does not represent any client whose interest is currently adverse to the interest of the Client. The Contractor further agrees that if, during the term of this Agreement, it determines that a client represented by Contractor either i) has or may potentially have an interest adverse to the interest of the Client, or ii) is a competitor of Client, the Contractor shall immediately disclose such conflict of interest. Upon receipt of the disclosure, the Client, at its sole discretion, shall take any appropriate action, up to and including termination of this Agreement without penalty.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 6th day of June, 2018.

Commission Electorale Nationale
Indépendante (CENI)

By: *NANGAKA - YABBUWA*

Its: 

("Client")

Avenue Strategies Global, LLC

By: 

Its: Barry Bennett - Partner
("Contractor")

Exhibit A

Services

Strategic Communications Consulting and Public Relations.

2