

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 American Continental Group 1800 M Street, NW - Suite 500 South Tower Washington, DC 20036	2. Registration No. 6598
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3. Name of Foreign Principal Emirates Global Aluminum PJSC	4. Principal Address of Foreign Principal PO Box 109111 Abu Dhabi United Arab Emirates
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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
- 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.

Emirates Global Aluminum PJSC is the one of world's largest aluminum producers and is the biggest industrial company in the UAE not involving oil and gas.

b) Is this foreign principal:

- | | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

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

Emirates Global Aluminium (EGA) is owned equally by Mubadala Investment Company of Abu Dhabi and Investment Corporation of Dubai.

Mubadala Investment Company is a state-owned holding company that can be characterized as a sovereign wealth fund and is a wholly owned investment vehicle of the government of Abu Dhabi, in the United Arab Emirates.

The Investment Corporation of Dubai is a state-owned holding company that can be characterized as a sovereign wealth fund owned by the government of Dubai, United Arab Emirates.

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 October 9, 2018	Name and Title David J. Urban, President	Signature <i>David J. Urban</i>
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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 <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

American Continental Group

2. Registration No.

6598

3. Name of Foreign Principal

Emirates Global Aluminum PJSC

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.

The American Continental Group (ACG) will provide advice, counsel and assist Emirates Global Aluminum PJSC (EGA) in a license request to the United States Department of the Treasury, Office of Foreign Assets Control on behalf of Guinea Alumina Corporation, S.A. (GAC), a wholly-owned subsidiary of EGA, as well as provide advice, counsel and assist EGA on interactions with United States government officials regarding potential investments in the United States.

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

The American Continental Group (ACG) will provide advice, counsel and assist Emirates Global Aluminum PJSC (EGA) in a license request to the United States Department of the Treasury, Office of Foreign Assets Control on behalf of Guinea Alumina Corporation, S.A. (GAC), a wholly-owned subsidiary of EGA, as well as provide advice, counsel and assist EGA on interactions with United States government officials regarding potential investments in the United States.

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.

The American Continental Group (ACG) will provide advice, counsel and assist Emirates Global Aluminum PJSC (EGA) in a license request to the United States Department of the Treasury, Office of Foreign Assets Control on behalf of Guinea Alumina Corporation, S.A. (GAC), a wholly-owned subsidiary of EGA, as well as provide advice, counsel and assist EGA on interactions with United States government officials regarding potential investments in the United States.

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
October 9, 2018	David J. Urban, President	<i>David J. Urban</i>

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.

ATTORNEY/CLIENT PRIVILEGED & CONFIDENTIAL
ATTORNEY WORK PRODUCT

CONSULTING AGREEMENT

Parties: This agreement (AGREEMENT) is made 01st OCTOBER, 2018 between Emirates Global Aluminium PJSC, an Abu Dhabi based aluminum conglomerate ("EGA") and American Continental Group ("ACG"), a Washington, DC based consulting and government relations firm (collectively the PARTIES)

Scope of Work: ACG will provide advice, counsel and assist EGA on interactions with US government officials regarding potential investments in the US that likely require State and/or Federal support.

Terms: The PARTIES acknowledge awareness and stated preference that this is an agreement for services as an independent contractor. The PARTIES will exert all manner of good faith and take all reasonable efforts to ensure performance and prevent repudiation by third parties connected with its activities which could affect its performance under this AGREEMENT. Furthermore, as an independent contractor, EGA shall not be held liable for any breach or failure to perform under subsequent contracts entered into between ACG and any third party. ACG may engage in work with any third party consistent with the terms of this AGREEMENT, providing that work with any third party is not in conflict with EGA or with an EGA competitor, and is approved by EGA in advance of third party work in writing by EGA. ACG further agrees not to submit any proposal or bid for any work with any third party that is a current or prospective client of EGA. Should ACG inadvertently or unknowingly submit any proposal or bid for any work with any third party that is a current or prospective client of EGA, it will promptly revoke such proposal or bid for any work upon receiving such knowledge.

Fees and Expenses: In consideration of ACG's work under this AGREEMENT, EGA will pay ACG \$50,000/month, billed monthly at the beginning of each month. EGA will not be responsible for either the withholding or the payment of ACG's taxes, judgments or any other mandatory or discretionary wage income garnishments as required by the law of any jurisdiction which may lay claim to such. All travel and entertainment expenses will be pre-approved by EGA over \$1000.00.

Compliance with Applicable Laws: EGA and ACG agree to comply with all applicable laws and any regulations and/or rules arising out of this AGREEMENT. The PARTIES acknowledge this AGREEMENT requires registration and reporting under the Foreign Agents Registration Act, 22 U.S.C. § 611 et seq. and this AGREEMENT will become a matter of public record.

Indemnification: EGA agrees to defend, indemnify and hold harmless ACG from any and all liabilities, losses, claim, damages, demands, suits, causes of actions, judgments, costs or expenses (including attorneys' fees and disbursements) which may incur as a result of any damage or injury sustained as a result of EGA's breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of law; (any property damage, personal injury or death which and participate in the defense of any such demand, suit, investigation or cause of action concerning matters that relate to ACG and that such matters will not be settled without ACG's consent, which consent shall not

be unreasonably withheld. If, in ACG's results from EGA's actions ACG shall have the right to approve any counsel retained to defend any demand, suit, investigation or cause of action in which NAME is a defendant or target, such approval not to be unreasonably withheld. NAME agrees that ACG shall have the right to control reasonable judgment, a conflict exists in the interests of ACG and NAME in such demand, suit, investigation or cause of action, ACG may retain its own counsel whose reasonable fees shall be paid by EGA

Confidentiality: In agreement with EGA, ACG acknowledges that it may become aware of information, practices, or policies that EGA may wish to keep confidential. ACG agrees to maintain that confidentiality and not disclose to any outside party such information either during the period of this contract or thereafter, to extent permitted by law.

Severability and Savings Provision: EGA and ACG desire that this AGREEMENT be enforced to the greatest degree possible. If any part of this AGREEMENT is held to be unenforceable, void, overly burdensome or invalid, then the remaining parts shall continue to be valid and enforceable as though the invalid portions were not a part.

Strict Performance and Survival: The PARTIES insist on strict performance of this AGREEMENT. All of the warranties and representations contained in this AGREEMENT shall survive termination of this AGREEMENT.

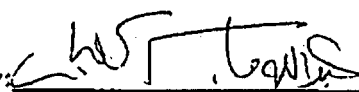
Governing Law and Forum Selection Clause: This AGREEMENT shall be construed in accordance with and governed by the laws of Washington, DC. The PARTIES expressly agree that Washington, DC and its laws have a reasonable relationship with one or both of the PARTIES. The general district court for Washington, DC shall have sole and exclusive jurisdiction of any action arising out of this AGREEMENT notwithstanding where the breach may occur or where this AGREEMENT is signed. This provision shall be construed as a mandatory, and not a permissive, forum selection clause.

Termination: After 120 days of the effective date of this AGREEMENT, either party may terminate this AGREEMENT upon thirty (30) days written notice, without cause, notwithstanding any other provisions within this AGREEMENT.


Entire Understanding: This AGREEMENT contains the entire understanding between the PARTIES with respect to this subject matter and supersedes all prior and contemporaneous understandings relating to this subject matter. No amendment, modification or waiver of this AGREEMENT may be accomplished without a written instrument signed by both PARTIES.

By signing below the PARTIES warrant their authority to enter into this AGREEMENT and are agreeing to the terms and conditions set out herein and binding ourselves contractually to each other. The PARTIES also bind their successors and assigns with respect to all covenants of this AGREEMENT.

EMIRATES GLOBAL ALUMINIUM PJSC

By:  1/10/2018
Abdulla Kalhan Date

AMERICAN CONTINENTAL GROUP

By:  1/10/2018
David J. Urban Date