

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 Hutton-Transcon Joint Venture	2. Registration No. 6774
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3. Name of Foreign Principal Ministry of Justice of the Republic of Kazakhstan (through RJI Capital Corporation)

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.

Please see attached contract. Registrant will provide strategic consulting services, including representation before the U.S. Senate, U.S. House of Representatives, and U.S. executive branch agencies.

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 consulting services, including representation before the U.S. Senate, U.S. House of Representatives, and U.S. executive branch agencies.

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 strategic consulting services, including representation before the U.S. Senate, U.S. House of Representatives, and U.S. executive branch agencies.

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
February 07, 2020	Michael Hutton, Co-owner	/s/ Michael Hutton 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.

CONSULTING SERVICES AGREEMENT

RJI Capital Corporation ("Client"), on behalf of the Ministry of Justice, Government of the Republic of Kazakhstan ("Ministry") hereby enters into this Consulting Services Agreement ("Agreement") effective as of February 1, 2020 ("Effective Date") to retain Hutton-Transcon Joint Venture ("Consultant"), as an independent contractor to perform the services described herein.

1. The Services. Client and Consultant agree that Client hereby retains Consultant to render consulting services to the Client as specified on Schedule 1 attached hereto. In addition, subject to any limitations set forth on Schedule 1, Consultant will provide such other reasonable consulting services as the parties shall mutually agree to in writing (together with the consulting services identified on Schedule 1, the "Services") during the Term (as described below).
2. Payment Terms. Client, on behalf of the Ministry, and Consultant agree that Consultant shall be paid by Client the fees, compensation and retainer set forth on Schedule 2, which may be modified from time to time as mutually agree to in writing. In addition, Client agrees to reimburse Consultant for reasonable and customary expenses actually incurred and properly documented in providing the Services. Such expenses will only be incurred with the approval of the Client.
3. Term. The Term of this Agreement shall begin on the Effective Date and will continue in effect until December 31, 2020 ("Term"). The Term of this Agreement shall continue on a month to month basis thereafter, unless terminated by either party on thirty (30) days prior written notice to the other party, which notice shall be given prior to the end of the initial Term or any other month thereafter.
4. Client Contact. Client shall designate to Consultant, from time to time in writing, the primary contact for reporting and billing purposes. Contacts are identified on Schedule 3. Consultant shall keep the primary contact for reporting purposes regularly informed as to the status of the performance of the Services in accordance with this Agreement.
5. Independent Contractor Status. Consultant agrees that it is an independent contractor and not an agent or employee of Client, and Consultant will not hold itself out as such an agent or employee. Consultant has no authority or responsibility to enter into any contracts on behalf of Client.
6. Confidential Information. During the course of the performance of the Services, Consultant may have access to, have disclosed to it, or otherwise obtain information which Client identifies in writing or through labeling as being of a confidential and/or proprietary nature to it ("Confidential Information"). Consultant shall use such Confidential Information solely in performance of its obligations under this Agreement. Information shall not be deemed confidential if such information is: (i) already known to Consultant free of any restriction at the time it is obtained, (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly.

Consultant is being retained because Consultant's specialized knowledge is essential for Client's provision of services to its clients. The services that Consultant will perform, including the fact that Consultant is providing services to the Client, are confidential and may require review of proprietary, confidential, and trade secret information of the Client or other parties. Consultant agrees to protect and maintain the confidentiality of such services and information, and not to disclose any such services and information to any other person without the prior written consent of Client, except as required by law.

Consultant agrees to abide by the terms of any court orders provided to Consultant regarding Confidentiality. In the event that Consultant is requested, pursuant to legal, judicial, or administrative process, to disclose any information of the Client, including without limitation, any information obtained, created, or developed in the course of this engagement, or any analyses, summaries, or derivations thereof, Consultant shall, as promptly as reasonably practicable and in no event more than two business days, notify Client so that Client can consult with the Ministry concerning whether, on behalf of the Ministry, to seek a protective order or other appropriate remedy to protect such information from disclosure. Consultant may only refrain from notifying Client if Consultant is prohibited by law from doing so. Consultant will cooperate with Client in all reasonable respects at the Ministry's cost and expense in any and all such efforts to protect such information from disclosure. In the event that no such protective order or other remedy is obtained, or the scope thereof is limited, Consultant agrees to disclose only such information as is required to be disclosed by such process, as modified or limited by such protective order or other remedy, if any.

Consultant will take all reasonable steps to ensure that proper and secure storage is provided for all confidential information to protect against theft or unauthorized access with no lesser degree of care and no less robust security measures than those which would apply to Consultant's own confidential information. Consultant also agrees to implement and maintain reasonable administrative, technical, and physical safeguards designed to maintain the security and confidentiality of confidential information, protect against threats or hazards to the security or integrity of confidential information; and protect against unauthorized access to or use of confidential information. These safeguards include, but are not limited to, the encryption of confidential information on portable devices, and removable media and in the transmission of electronic communications involving confidential information. These safeguards also include ensuring that the computing systems, workstations and laptops that access confidential data have functional and current antivirus and utilize personal firewall software. Consultant will notify Client immediately and no later than 24 hours, if Consultant learns of any actual or suspected misappropriation or unauthorized access to confidential information provided to Consultant hereunder and Consultant agrees to fully cooperate with Client in remediating any such breach. Consultant further agrees to return or destroy any information provided to Consultant pursuant to this engagement promptly upon request by Client and will ensure the shredding or other secure disposal of any media containing confidential information. The obligations under this section shall survive the termination of this Agreement.

7. Non-Exclusive/Performance. Client hereby acknowledges and agrees that Consultant shall, during the Term and thereafter, be entitled to perform and render services or conduct operations of a nature similar or dissimilar to the services or operations performed for Client under this Agreement on behalf of itself or other entities in the same or similar business as Client and nothing contained herein shall preclude Consultant from doing so. Notwithstanding anything contained in this Section 7 to the contrary, Consultant represents and warrants that throughout the Term it will devote such personnel and resources in the performance of the Services as it deems reasonably necessary to perform such Services hereunder diligently and conscientiously.

Notwithstanding anything else in this Section 7 to the contrary, the parties agree that Consultant has reviewed its records and otherwise made all reasonable inquiry to determine whether it has any engagements with other parties that could reasonably be deemed to conflict with this engagement and have determined that it has none. Conflicts could involve the representation of an opposing party to the Client in this matter or representation of other parties where Consultant takes a stance off the issues presented that is opposed to the position Consultant takes here. Consultant will make all reasonable efforts to ensure that a conflict does not arise during the scope of this engagement. However, in the event that any potential conflict comes to Consultant's attention, Consultant will promptly notify Client.

8. Indemnification. Each party shall indemnify and hold harmless the other party, its principals, employees, officers and agents, (collectively, the "Indemnified Parties") from and against any and all liabilities, losses, claims, demands, actions, judgments, costs and expenses including but not limited to attorney's fees, arising out of or resulting from any negligence, gross negligence or willful misconduct by the indemnifying party, its employees, officers, directors and agents.

Each party's indemnification obligations set forth herein are conditioned upon the Indemnified Parties: (i) giving prompt written notice of any claim, action, suit or proceeding for which the Indemnified Parties are seeking indemnity; (ii) granting control of the defense and settlement of the action to the indemnifying party; and (iii) reasonably cooperating with the indemnifying party with respect to the defense of the action. Notwithstanding the foregoing, the Indemnified Parties may, at their option and expense, participate in the defense or settlement of any claim, action, suit or proceeding covered by this Section 8.

9. Publicity. Neither party shall use the other party's name, logo, trademarks or service marks in any advertising, publicity releases, or any other materials without such party's prior written approval.
10. Assignment. Neither party shall assign this Agreement or otherwise transfer, subcontract or delegate any of its rights and/or obligations hereunder without the prior written consent of the other and any attempt to do so will be void.
11. Notices. Any notice or other communication required or which may be given hereunder will be in writing and either delivered personally or mailed, by certified or registered

mail, postage prepaid, or sent via facsimile or email, and will be deemed given when so delivered personally or if sent via facsimile, to a facsimile number designated below with receipt thereof confirmed electronically, or if mailed, 72 hours after the time of mailing as follows:

If to Consultant: Hutton-Transcon Joint Venture
20 Royal Dominion Ct
Bethesda, MD 20817
Attn: Michael Hutton
Telephone: 202-746-6878
Email: Michael@huttonstrategies.com

If to Client: RJI Capital Corporation
1001 19th Street N
Suite 2000
Arlington, VA 22209
Attn: Steven J. Cuevas
Telephone: 202-429-9500
Email: Steven.Cuevas@rjicapital.com

Either party may change the persons and address to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

12. Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia, without regard to its conflicts of laws rules.

All disputes arising out of or in connection with this Agreement shall be adjudicated in a court of competent jurisdiction located in New York County, New York. Client hereby irrevocably consents to and submits to the personal jurisdiction of such courts and waives any defense in the nature of forum non conveniens or like claim related thereto. Without limiting the foregoing, each party acknowledges that it is hereby waiving any right to have any such dispute resolved by jury trial.

The prevailing party in any legal proceeding in connection with this Agreement shall have the right to require the non-prevailing party in such proceeding to make payment to and reimburse the prevailing party for the entire amount of the legal fees and related expenses which the prevailing party shall have incurred in connection with the commencement, prosecution or defense of such proceeding and the trier of fact in such proceeding shall as a component of any judgment or award make an award to the prevailing party of such legal fees and expenses. The prevailing party shall be that party which shall have prevailed on a majority, but not necessarily all, of the material issues which were adjudicated in such proceeding.

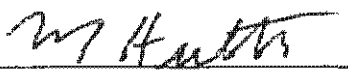
13. General.

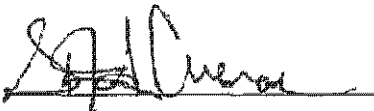
- (a) No amendments or modifications shall be binding upon either party unless made in writing and signed by both parties.
- (b) This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the parties respecting the subject matter hereof.
- (c) In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.
- (d) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.
- (e) The parties hereto agree to perform any further acts and to execute and deliver any further documents which may be reasonably necessary or appropriate to carry out the purposes of this Agreement.
- (f) Notwithstanding any provision to the contrary in this Agreement, in no event shall Consultant be liable to the Ministry (whether for damages, indemnification or any other claim) for an amount greater than the amount of compensation (and not reimbursement for expenses) actually paid to Consultant by the Ministry for the Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date noted above.

Hutton-Transcon Joint Venture

RJI Capital Corporation

By: 

By: 

Name: Michael Hutton

Name: STEVEN J CUEVAS

Title: MANAGING PARTNER

Title: VP & GENERAL COUNSEL

Date: 2/05/20

Date: 2/05/20

SCHEDULE 1
Scope of Services

Consultant will provide strategic consulting services to the Client and the Ministry to ensure effective representation before the United States House of Representatives and Senate, including key Leadership and relevant Committees as well as Executive Branch Departments, including but not limited to, the U.S. Department of State. At all times, Consultant will comply with the provisions of all federal, state and local laws, regulations, and requirements pertaining to the performance of Services under this Agreement.

SCHEDULE 2
Fees and Payment

In consideration of the provision of Services by the Consultant, the Client agrees to pay Consultant a fee of Sixty-Thousand Dollars US (\$60,000) per month for the Term ("Fee").

At the conclusion of each month of service, Consultant shall submit an invoice to Client. Such invoice shall specify Consultant's payment details, the Fee any prior approved disbursements (with itemized receipts attached).

Consultant understands he is a subcontractor to Client in a larger engagement and while Client is solely responsible for Consultant's fees, Client's obligation to pay Consultant is wholly contingent on Client first being paid by the Ministry. Typically, payment in full is made within sixty (60) days after an invoice is rendered.

SCHEDULE 3
Client Contact

Steven J. Cuevas
EVP and General Counsel
RJI Capital Corporation
1001 19th Street N
Suite 2000
Arlington, VA 22209
(202) 429-9500
Steven.Cuevas@rjicapital.com