

## **Appendix**

### **Response to Item 11-Desc**

As later determined by the FARA Unit, contrary to Amb. Cumber's understanding and belief during the relevant time period, Amb. Cumber engaged in "political activities" as defined in FARA by (1) entering into an agreement with Holland & Knight pursuant to which an individual at the law firm engaged in outreach with U.S. Government officials to obtain approval of a U.S. visitor's visa for Nigerian presidential candidate Atiku Abubakar; and (2) facilitating speaking engagements for Abubakar in the United States.

CharlesAwuzie

# Holland & Knight

800 17th Street, NW, Suite 1100 | Washington, DC 20006 | T 202.955.3000 | F 202.955.5564  
Holland & Knight LLP | www.hklaw.com

Leon Fresco  
(202) 469-5129  
leon.fresco@hklaw.com

September 20, 2018

Sada Cumber  
6202 Duke Trail Lane  
Sugarland, Texas 77479

Re: Engagement as Counsel

Dear Mr. Cumber:

Thank you for retaining Holland & Knight LLP ("H&K") to serve as your counsel to provide legal counsel and assistance during the Representation of Atiku Abubakar for a visitor visa application. Our engagement will begin on your acceptance of this engagement letter. We look forward to serving your needs in these matters.

The purpose of this letter is to confirm our engagement as counsel and to provide you certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the nature and terms of our representation. Attached to this letter are our firm's standard terms of engagement. Please review these and let me know if you have any questions concerning our policies. In this case, we have determined that Sada Cumber will pay a \$75,000 flat fee for representation during the Visa Application Process, \$50,000 payable before representation.

If the terms described above are satisfactory, please so indicate by signing and returning the enclosed copy of this letter along with a retainer payment in the amount of \$50,000. We look forward to working with you and continuing our mutually satisfactory relationship.

We look forward to working with you to bring these matters to a successful conclusion.

Sincerely yours,

HOLLAND & KNIGHT LLP




Leon Fresco

Sada Cumber  
September 20, 2018  
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Approved this 10 day of September, 2018

Sada Cumber

By:



CharlesAwuzie

KM Family Investment, LLC  
6202 Duke Trail Lane  
Sugar Land, Texas 77479

October 15, 2018

**BY E-MAIL**

Dr. Samuel Cornelius  
Dr. Joseph Nzevuome  
Legacy Logistics, LLC  
#8 Lake Chad Crescent  
Maitama, Nigeria

Dear Dr. Cornelius and Dr. Nzevuome:

I am honored to assist and provide with strategic direction and advisory services to Legacy Logistics, LLC in connection with the Nigerian presidential election campaign of Atiku Abubakar, who has been nominated for President by the People's Democratic Party. This letter sets forth an agreement between K.M. Family Investment, LLC ("the Firm") and Legacy Logistics, LLC regarding those advisory services.

**CLIENT.** The Firm's client in this matter will be Legacy Logistics ("the Client"). Unless otherwise agreed to in writing by the Firm and the Client, the Firm will not provide services to, or represent, any other entity or individual.

**SCOPE OF SERVICES.** The services that the Firm will provide to the Client are specified in Addendum 1 to this agreement entitled "Scope of Campaign Advisory Services," which is attached hereto and incorporated by reference herein.

The services to be provided by the Firm will consist of advisory in nature and will be focused exclusively on assisting Mr. Abubakar's presidential campaign in Nigeria.

The Firm will not engage in any activities in the United States constituting "political activities" as defined in the U.S. Foreign Agents Registration Act ("FARA"), 22 U.S.C. § 601 *et seq.* Specifically, the Firm will not engage in any activity that the Firm believes will, or that the Firm intends to, in any way influence any agency or official of the U.S. Government or any section of the public of 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 the Nigerian government (or any other foreign government) or the People's Democratic Party in Nigeria (or any other foreign political party).

The Client should consult with its lawyer to understand that the advisory services which the Firm will perform in the United States under this agreement may require the Client to register with the U.S. government laws.

**STAFFING.** Sada Cumber will have primary responsibility for performing the services specified in Addendum. In the exercise of Mr. Cumber's discretion and professional judgment, however, he will utilize other professionals and personnel to perform this engagement in the most effective manner possible.

(NAME)  
(DATE)  
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**FEES AND EXPENSES.** The Firm's fees, terms of payment, and payment instructions for this engagement, including the designation of an escrow account, are specified in Addendum 2 to this agreement, which addendum is attached hereto and incorporated by reference herein.

All expenses associated with travel to Nigeria by Mr. Cumber and members of his professional team, including transportation, lodging, and meals, shall be borne by the Firm. The Client will be responsible for other expenses incurred by the Firm in the performance of this engagement.

It is also agreed & understood by all parties to this contract that no payment of any sort or any kind will be made without first confirming or issuance of the visa status of the principal.

**CLIENT'S COOPERATION.** Client agrees to provide in a timely manner access to Mr. Abubakar and his senior campaign staff members, information, materials, or other assistance that the Firm may request in order to perform the services under this agreement. This assistance by the Client will include, but not be limited to: (1) obtaining visas for Mr. Cumber and any members of his professional team to travel to Nigeria in connection with this engagement; and (2) providing appropriate security arrangements for Mr. Cumber and members of his professional team when they travel to Nigeria. Any costs associated with such visas or security arrangements shall be borne by the Client.

**CONTACT PERSON.** Sada Cumber is the contact person for the Firm and may be reached directly at [REDACTED] or [sada@cumber.us](mailto:sada@cumber.us)

**RETENTION OF FILES.** Upon termination of this engagement, the Client may, upon written request, take possession of all of its files. The Firm retains the right to keep copies of any portion of the file. If the Client does not take possession of the file, the Firm will retain it for at least six months. After six months, the Client agrees that the Firm may dispose of the file without further notice to the Client.

**GOVERNING LAW.** The laws of the State of Texas will govern the interpretation of this agreement.

**TERMINATION OF AGREEMENT.** Unless otherwise terminated previously pursuant to law or the terms of this agreement, this agreement, and the Firm's obligations thereunder, shall terminate upon the completion of the Nigerian presidential election in February 2019.

**DISCLAIMER OF GUARANTY.** While the Firm cannot guarantee a result for the Client, it will work vigorously to achieve the Client's objectives. Any statements or opinions by Mr. Cumber or other personnel staffing this engagement concerning the outcome of the 2019 Nigerian presidential election are merely expressions of the individual's best professional judgment, and are not guarantees. The Client understands and agrees that no result is promised or guaranteed.

**ENTIRETY OF AGREEMENT.** This agreement contains the entire agreement between the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding upon the parties.

**SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

**EFFECTIVE DATE OF AGREEMENT.** The effective date of this agreement will be the date when the Firm has received scanned copy of an original agreement signed and two Addendums

(NAME)  
(DATE)  
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executed by the Client. The work will begin immediately after all the funds are wired into the escrow account.

THE ABOVE AGREEMENT IS ACCEPTED AND AGREED TO:

By: Samuel Cornelius Date: 10/26/18  
Dr. Samuel Cornelius  
Legacy Logistics, LLC

By: Joseph Nze Date: 26/10/18  
Dr. Joseph Nze  
Legacy Logistics, LLC

By: Sada Cumber Date: 10/27/18  
Sada Cumber  
K.M. Family Investment, LLC

Charles Awuzie

### Summary

Sada Cumber is a U.S. citizen, residing in Texas, and is the principal of R.A. Cumber, LLC - a consulting firm based in the Houston area of Sugar Land.

Mr. Atiku Abubakar is the former Vice-President of Nigeria and is running for President of Nigeria in elections to be held in Feb. 2019.

On Oct. 6, 2018, Mr. Abubakar won the nomination of the main opposition party, the PDP, to oppose the sitting President.

Mr. Abubakar wants Sada Cumber to assist with strategic direction of his presidential campaign in Nigeria.

Mr. Cumber has assembled a team of individuals in the United States who would help to run Mr. Abubakar's campaign in Nigeria and build his profile in the United States and the European Union.



Phase 1

*Jim*  
26/10/18

*Samuel*  
10/26/18

Charles Awuzie

The Team would travel to Nigeria within 2 weeks of contract execution for Phase 1. The Goal of trip is to evaluation of the campaign's assets to include: opposition research, messaging (internal/external), personal, GOTV (Get out the Vote) plan, Voter contact database, media plan, and budget. The trip will result in the deliverable of a SWOT analysis of Campaign within one week of conclusion of trip.

The team in Phase 1 will assist the campaign team with development of the campaign plan (Path to Victory).

Issuance of visitor visa for Mr. Abubakar to travel to the United States.

Two weeks after the visa is issued Mr. Abubakar will travel to the United States to strengthen his reputation generally in foreign affairs and, specifically, build credibility in Nigeria as someone who can improve the U.S.-Nigerian relationship in ways that accrue to Nigeria's benefit.

While in the U.S., Mr. Abubakar will meet with various high level former U.S. Government officials including heads of several federal agencies and military officials to include Retired General Jones; but he will not meet with any current U.S. government officials in either the Executive Branch or Congress.

Sada Cumber's team in the U.S. would organize such meetings.

While in the U.S. on the same trip, Sada Cumber's team will assist in creating a campaign video for Mr. Abubakar. The video will be filmed in the U.S. but will be disseminated only in Nigeria (and not in the U.S.); the thrust of the video will be to depict presidential candidate Mr. Abubakar as an ally of the United States in order to cultivate electoral support in Nigeria. The video will be produced in 60 Sec, 30 Sec, 15 Sec, and 6 Sec formats.



Phase 2

*John*  
26/10/18

*Samuel*  
10/26/18

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Sada Cumber's team in the U.S. will assist Mr. Abubakar in writing a book in furtherance of his campaign effort in Nigeria, the contents of which will be focused on policy issues pertinent to his upcoming campaign and his personal life.

The book would be intended to influence the electorate in Nigeria, not the American public or U.S. lawmakers.

Most of the people who would be involved in preparing the book would be U.S. persons working in the United States and Nigeria.

The Team would help facilitate a high impact event at the World Economic Forum meeting in Davos Switzerland January 22-25, 2019.

After the book's publication, Mr. Cumber's team will assist Mr. Abubakar in writing and publishing op-eds in Africa and the Europe.

Assist in writing and conducting polling and opposition research.

Assist in developing campaign messaging in Nigeria.

Assist in developing and deploying communications assets (traditional, digital, social, print, and offline) in Nigeria.

Interview and review campaign personal and organizational structure recommend adjustments

Develop, monitor, and report to Campaign Committee metrics or KPIs

Assist with the execution of the GOTV (Get Out To Vote) plan

Assist with the Opposition Research efforts

Phase 3

Election Monitoring Tactics

*[Handwritten signatures and dates]*  
26/10/18      10/26/18

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In all overseas election we do extensive outreach to the international election monitoring agencies and NGO's which are primarily based in US and EU. This has proven extremely important in a number of elections we have been involved in specifically Ghana, Rwanda, Ukraine (Orange Revolution), Mexico, and the United States.

Assist in relationship development with the NGOs, Nigerian Media, and Think Tanks.

Available as needed 24/7 during campaign cycle to the candidate and campaign team

The last 30 days will be focused on destruction of any and all opposition campaign initiatives and promote Mr. Abubakar and his running mate as the guarantors of:

**A HAPPY, UNITED AND PROSPEROUS NIGERIA  
WHERE WE WILL HAVE JOBS AND WEALTH FOR ALL NIGERIANS**

Charles Awuzie

*[Handwritten signature]*

*[Handwritten signature]*  
26/10/18

*[Handwritten signature]*  
10/26/18

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**ESCROW FUND AGREEMENT**

This Escrow Fund Agreement dated this 24th day of October, 2018 ("Escrow Agreement"), is entered into by Legacy Logistics LLC ("Client"), K.M. Family Investment, LLC, a Texas limited liability company (the "Firm"), and Law Office of Justin Guenley, PLLC ("Escrow Agent").

**RECITALS**

1. Client and Firm have entered into a Services Agreement dated October 15, 2018, ("Agreement"), a copy of which is attached to this Agreement as Exhibit A, pursuant to which Client is hiring Firm to provide the Services listed in the Agreement.
2. This Escrow Agreement is entered into to create an escrow fund to secure Firm's obligations described in the Fee Addendum of the Agreement.

In consideration of the promises and agreements of the parties and for other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

**ARTICLE 1 ESCROW DEPOSIT**

**Cash Deposit**

1.01. Client, contemporaneous with the Closing of the Agreement, shall deposit Sixteen Million, Five Hundred Thousand and NO/100 Dollars (\$16,500,000.00 USD) with Escrow Agent to secure Client's obligations described in Article 9 of the Agreement, ~~immediately within 48 hours after the US Visit Visa is issued to Principal and confirmed by Client,~~ this amount shall be known as the "Escrow Fund."

**Disbursement**

1.02. The assets in the Escrow Fund are to be retained by the Escrow Agent as an escrow trustee pursuant to this Escrow Agreement. The assets (and income earned on them) may be disbursed from the Escrow Fund only in accordance with Article 2, below.

**Investment Decisions**

1.03. The assets in the Escrow Fund shall be held in an IOLTA trust account in the State of Texas.

**ARTICLE 2 DUTIES OF ESCROW AGENT**

**Investment by Agent**

2.01. The Escrow Agent shall receive and hold the Escrow Fund pursuant to the terms of this Escrow Agreement and as provided in Paragraph 1.03, above. There will be no interest or other income earned by the assets held in the Escrow Fund.

**Disbursements**

- 2.02. The Escrow Agent shall disburse the Escrow Fund as follows:
  - a) Five Million, Five-Hundred Thousand and NO/100 Dollars (\$5,500,000.00) shall be disbursed by Escrow Agent from Escrow Fund to Firm immediately upon confirmation that the travel VISA for Mr. Atiku Abubakar has been issued by the United States government;

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- b) Eight Million, Five-Hundred Thousand and NO/100 Dollars (\$8,500,000.00) shall be disbursed by Escrow Agent from Escrow Fund to Firm immediately upon shipment of the book by Firm and release of the Op-Eds by Firm.
- c) Remaining Two Million, Five-Hundred Thousand and NO/100 Dollars (\$2,500,000.00) shall be disbursed by Escrow Agent from Escrow Fund to Firm thirty (30) days before the currently announced Election Day in Nigeria of February 16, 2019. This date shall not change even if Election Day is postponed.

Funds may also be disbursed in accordance with the joint written instructions signed by both Firm and Client. On disbursement of all of the Escrow Fund, this Escrow Agreement shall terminate.

**ARTICLE 3 OPERATIONS**

**Obligations**

301. The Escrow Agent is representing the Firm, K.M. Family Investment, LLC, in this Agreement, which Client and Firm acknowledge. The Escrow Agent shall be obligated only for the performance of the duties that are specifically set forth in this Escrow Agreement and may rely on the performance of these duties. The Escrow Agent shall be protected in acting or refraining from acting on any instrument believed to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall not be liable for any action taken or omitted in good faith and believed to be authorized by this Escrow Agreement nor for any action taken or omitted in accordance with the advice of the Escrow Agent's counsel.

**Limitation of Liability**

302. The Escrow Agent shall have no liability under, or duty to inquire into the terms and provisions of, the Agreement. It is agreed that the Escrow Agent's duties are purely ministerial in nature and that the Escrow Agent shall incur no liability whatsoever except for willful misconduct or gross negligence so long as the Escrow Agent has acted in good faith. The Escrow Agent shall not be bound by any modification, amendment, termination, cancellation, rescission, or supersession of this Escrow Agreement unless it is in writing and signed by all of the parties to this Escrow Agreement and, if the Escrow Agent's duties are affected in any way, unless the Escrow Agent has given prior written consent to any such agreement.

**Resignation**

303. The Escrow Agent may at any time resign from the duties under this Escrow Agreement by giving written notice of resignation to the parties at their addresses set forth in Article 4, below, at least 10 days prior to the date specified for the resignation to take effect. On the effective date of the resignation, the Escrow Fund shall be delivered by the Escrow Agent to the national banking association that may be designated in writing jointly by Firm and Client. All of the obligations of Escrow Agent shall cease and terminate on delivery of the Escrow Fund. If no national banking association shall be designated by Firm and Client by the effective date of Escrow Agent's resignation, all obligations of Escrow Agent shall nevertheless cease and terminate. Escrow Agent's sole responsibility after the effective date of Escrow Agent's resignation shall be to keep safely all Escrow Funds then held and to deliver them to a national banking association designated jointly by Firm and Client or in accordance with the directions of a final order or judgment of a court of competent jurisdiction. Firm and Client may designate as successor escrow agent any national banking association located in Texas that has agreed to serve pursuant to the terms of this Escrow Agreement.

**Fees and Expenses**

3.04. Firm shall pay Escrow Agent his customary fee for the performance of Escrow Agent's services and shall reimburse Escrow Agent for reasonable costs and expenses incurred in connection with the performance of the services.

**ARTICLE 4 MISCELLANEOUS**

**Successors and Assigns**

4.01. This Escrow Agreement shall be binding on and inure to the benefit of the parties to this Escrow Agreement and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement.

**Litigation Expenses**

4.02. Any litigation costs and expenses under this Escrow Agreement shall be paid by the party obligated for the cost of litigation under the Agreement.

**Successor Agent**

4.03. A successor Escrow Agent may be appointed at any time by the mutual written agreement of Client and Firm.

**Trust Account**

4.04. The Escrow Agent agrees to hold the assets of the Escrow Fund as a trustee in a segregated IOLTA account, outside of the reach of its general creditors.

**Notices**

4.05. Any notice, statement, or other communication that is required or that may be given under the terms of this Escrow Agreement shall be in writing and shall be sufficient in all respects if properly addressed and delivered personally or by United States certified mail, postage prepaid, as follows:

If to Firm: K.M. Family Investment, LLC  
6202 Duke Trail Lane  
Sugar Land, Texas 77479

If to Client: Legacy Logistics LLC  
#8 Lake Chad Crescent  
Maitama, Nigeria

If to Escrow Agent: Law Office of Justin Guenley, PLLC  
3050 Post Oak Blvd. Suite 1350  
Houston, TX 77056

or to any other address that any party shall designate in writing to the other parties in accordance with this provision.



**Governing Law**

4.06. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

The parties to this Escrow Agreement have duly executed this Agreement as of the date first written above.

**CLIENT**

By: *Dr. Samuel Cornelius*  
Dr. Samuel Cornelius, Legacy Logistics LLC

Date: 10/26/18

By: *Dr. Joseph Nzezuome*  
Dr. Joseph Nzezuome, Legacy Logistics LLC

Date: 26/10/18

**FIRM**

By: *Sada Cumber*  
Sada Cumber, K.M. Family Investment, LLC

Date: 10/27/18

**ESCROW AGENT**

By: \_\_\_\_\_  
Justin Guenley, Law Office of Justin Guenley, PLLC

Date: \_\_\_\_\_

Charles A. W. [Redacted]

Ⓢ