

**Privacy Act Statement.** 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, D.C. 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. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average 1.5 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, Criminal 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  
GoodWorks International, LLC

2. Registration No.  
5414

3. This amendment is filed to accomplish the following indicated purpose or purposes:

To correct a deficiency in

To give a 10-day notice of change in information as required by Section 2(b) of the Act.

Initial Statement

Supplemental Statement for the period ending \_\_\_\_\_

Other purpose (specify) \_\_\_\_\_

To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-

Representation Agreement between the Government of Angola and GoodWorks International, LLC.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (If space is insufficient, a full insert page must be used.)

The purpose for giving a 10-day notice of change in information as required by Section 2(b) of the Act is to register the representation of a new foreign principal by GoodWorks International, LLC.

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## EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

September 18, 2001

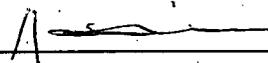
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(Type or print name under each signature<sup>1</sup>)



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Carlton A. Masters

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<sup>1</sup> This statement shall be executed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by

the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that attorney, authorize one or more individuals to execute this statement on its behalf.

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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, Criminal 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.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

|   |  |
|---|--|
| 1. Name and address of registrant<br>GoodWorks International, LLC<br>303 Peachtree Street, N.E., Suite 4420<br>Atlanta, Georgia 30308 | 2. Registration No.<br><br>5414  |
| 3. Name of foreign principal<br>Government of the Republic of Angola  | 4. Principal address of foreign principal<br>Ministerio das Relecoes Exteriores<br>Caixa Postal 1233<br>Avenida Major Canhangulo<br>Luanda, Angola |

5. Indicate whether your foreign principal is one of the following:

- Foreign government
- 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.  
Dr. Joao Bernardo Miranda -- Minister for Foreign Affairs, Ministry of Foreign Affairs

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

8. If the foreign principal is not a foreign government or a foreign political party, NOT APPLICABLE.

a) State the nature of the business or activity of this foreign principal

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.)*

NOT APPLICABLE.

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. NOT APPLICABLE

|   |   |   |
|---|---|---|
| Date of Exhibit A<br>September 18, 2001 | Name and Title<br>Carlton A. Masters<br>President and CEO | Signature<br> |
|---|---|---|

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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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, Criminal 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<br>GoodWorks International, LLC                        | 2. Registration No.<br>5414 |
| 3. Name of Foreign Principal<br>Government of the Federal Republic of Angola |                             |

Check Appropriate Boxes:

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.  
GoodWorks International, LLC will engage in lobbying efforts in the U.S. on behalf of the Government of the Federal Republic of Angola to (1) advance the interest level in trade and commerce between U.S. and Angola business communities and (2) promote improvements of the unique problems pertaining to Angola.

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REGISTRATION UNIT

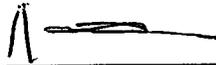
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Lobbying U.S. Congressional officials and meeting with U.S. business leaders to (1) advance the interest level in trade and commerce between the U.S. and Angola and (2) promote improvements of the unique problems pertaining to Angola.

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.

Lobbying U.S. Congressional officials and meeting with U.S. business leaders to (1) advance the interest level in trade and commerce between the U.S. and Angola and (2) promote improvements of the unique problems pertaining to Angola.

|   |   |   |
|---|---|---|
| Date of Exhibit B<br>September 18, 2001 | Name and Title<br>Carlton A. Masters<br>President and CEO | Signature<br> |
|---|---|---|

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 interests, policies, or relations of a government of a foreign country or a foreign political party.



REPÚBLICA DE ANGOLA

MINISTÉRIO DAS RELAÇÕES EXTERIORES  
GABINETE DO MINISTRO

REPRESENTATION AGREEMENT BETWEEN THE GOVERNMENT OF  
ANGOLA AND GOODWORKS INTERNATIONAL, LLC.

**INTRODUCTION AND COMMITMENT**

The Government of the Republic of Angola (**GRA**), represented by the Ministry of Foreign Affairs (**MIREX**) and GoodWorks International, LLC (**GoodWorks**), located at 303 Peachtree Street, NE, Suite 4420, Atlanta, Georgia, hitherto referred to as "the parties" agree to establish the following agreement in good faith:

**Art. 1**

The **GRA** contracts the services of **GoodWorks**, who in turn accepts to be contracted, for the purpose of providing representation services, public relations, assistance, advisory services and other tasks on behalf of the **GRA** in the United States of America (U.S.).

**Art. 2**

The general objective of this agreement is to reinforce the ties between the **GRA** and the US Government – Administration and Congress – to ensure the continuation of bilateral relations between Angola and the U.S., and to raise the confidence of US investors in relation to Angola.

**Art. 3**

Within the context of this agreement, **GoodWorks** shall provide multi-dimensional representation services, to include intervention on behalf of Angola in the Administration, Congress and other official U.S. institutions, and with to the U.S. private sector, with regard to issues of interest to and which concern Angola, among them, peace and stability, external debt, partnerships with the public and private sectors foreign investment, assistance and development.

**Art. 4**

REPUBLIC OF ANGOLA  
MINISTRY OF FOREIGN AFFAIRS  
CABINET OF THE MINISTER

1

**GoodWorks** shall assist the **GRA** in the evaluation of legislature that concerns Angola, as adopted by the US Administration and Congress, and would play an active role in the improvement and reinforcement of a positive political and economic image of Angola in the U.S.

**Art. 5**

Subject to the terms stipulated in this agreement, **GoodWorks** shall work in close collaboration with the Embassy of Angola in Washington DC.

**LOBBYING STRUCTURE**

**Art. 6**

**Duties of GoodWorks**

1. **With respect to: the US Government and Official Institutions, GoodWorks shall:**
  - a. Work in close collaboration with the US government, including the Congress and the White House, to promote relations between the US and the **GRA**.
  - b. Positively influence, in favor of Angola, the US position at the World Bank and the International Monetary Fund, through the Treasury Department, USAID and the Department of State, among other agencies.
  - c. Positively influencing the US position on Angola within the United Nations.
  - d. Positively influence US trade policy in favor of Angola, with special emphasis on the Africa Growth and Opportunity Act.
  
2. **With respect to: the Private Sector, GoodWorks shall:**
  - a. Endeavor to establish and strengthen relations between the **GRA** and the US private sector, through the Corporate Council on Africa, the Angola-US Chamber of Commerce, the US Chamber of Commerce, the US Corporate Council on International Understating and the Council on Foreign Trade.
  - b. Maintain close relations with the US petroleum industry US in order to ensure the development of this sector in Angola.
  - c. Seeking support for the inclusion of Angola among the beneficiaries of the Africa Growth and Opportunity Act.
  
3. **Public Relations.** In this context, **GoodWorks** shall:

- a. Maintain close relations with the more influential mass media, written press, radio and television in the US, through which the image of Angola shall be projected as a nation striving for peace, stability and development.
- b. Provide regular information to the media through press releases, articles and the transcription of official communications of the **GRA**.
- c. Maintain close relations with NGOs that work with Africa in areas such as human rights, economic development, conflict resolution and peacekeeping.
- d. Maintain strong ties to academic institutions to promote, alongside them, forums that focus on the interests of the **GRA**.

#### 4. Advisory Services and Assistance

Apart from lobbying activities and representation services on behalf of the **GRA**, **GoodWorks** shall provide direct assistance to the **GRA**, including the President, the Minister for Foreign Relations, the Angolan Ambassador to the United States, and other Angolan officials as indicated by the **GRA**. Such advisory services and assistance shall include political, diplomatic, economic and security issues.

**GoodWorks** shall also assist the Embassy of Angola in Washington during the official and/or working visits of Angolan officials, as indicated by the Embassy. **GoodWorks** shall execute special projects and specific tasks within the context of this agreement, at the request of the President, the Ministry of Foreign Relations, and the Angolan Ambassador to the U.S.

#### **OBLIGATIONS OF THE GRA**

##### Art. 7

- a. It is the duty of the **GRA** to provide any data and information deemed necessary for the full execution of the services of **GoodWorks**, as established in this agreement. **GoodWorks** commits to ensuring that Angolan confidential data and information, including state and trade secrets within the context of services rendered to Angola, shall remain the property of the **GRA**. This material cannot be divulged without the expressed consent of the **GRA**.
- b. The **GRA** shall also facilitate the necessary visas and documentation for travel to Angola by **GoodWorks** staff.
- c. It is the duty of the **GRA** to facilitate the personal documentation of **GoodWorks** staff, deemed necessary for the normal execution of **GoodWorks** activities within Angolan territory, as well as provide assistance with ground transportation.

## RENUMERATION

### Art. 8

The **GRA** shall pay \$500,000.00 for a period of one year. The amount shall be paid in four equal payments, quarterly.

#### **Wire transfer to:**

Name of Account: GoodWorks International, LLC  
303 Peachtree Street, NE  
Suite 4420  
Atlanta GA 30308

Name of Bank: Bank of America, U.S.A.  
Account Number: 325 662 0461  
ABA Routing: 06100052  
Contact: Lisa Keller, Vice President  
Corporate & Executive Banking  
Bank of America, N.A.  
600 Peachtree Street  
20<sup>th</sup> Floor  
Atlanta, GA 30308  
Telephone: (404) 607-5894  
Fax: (404) 607-5000

## VALIDITY

### Art. 9

The contract is valid for a period of one year, effective 30 days from the date of its signature by the two parties.

## RENEWAL

### Art. 10

The contract can be renewed annually, pending the signature of both parties.



**MODIFICATION**

**Art. 11**

The contract can be modified by mutual agreement by both parties and in writing.

**JURISDICTION**

**Art. 12**

Any differences that may arise from the application of this contract shall be resolved amicably by both parties. Otherwise, the contract shall be applied in accordance with the laws of the State of Virginia, (USA).

**Art. 13**

This agreement exists in Portuguese and English versions. Both are equally authentic.

**AGREEMENT/PLACE/DATE .**

In Witness Whereof, the Government of the Republic of Angola and GoodWorks International, LLC, agree to execute this contract on the day, year and the place set forth below.

For GRA Pedro Tiago de Oliveira For GoodWorks SIKA ANTONOR

Signature: [Signature] Signature: [Signature]

Place: Luanda Place: LUANDA

Date: 08/06/2001 Date: 8 de Junho de 2001