

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 .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 GoodWorks International, LLC	2. Registration No. 5414
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3. Name of foreign principal Government of Nigeria	4. Principal address of foreign principal Statehouse Abuja, Nigeria ASO Rock
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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 Committee
 - Corporation Voluntary group
 - Association Other (specify) _____
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant. Executive
- b) Name and title of official with whom registrant deals. (Both officials of Federal Republic of Nigeria):
1) Hon. Olusegun Obsanjo, President; 2) Hon. Philip Chiedo Asiodu, Chief Economic

7. If the foreign principal is a foreign political party, state: None Advisor to the President

- a) Principal address.
- b) Name and title of official with whom registrant deals. None
- 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 February 23, 2001	Name and Title Carlton A. Masters President and CEO	Signature 
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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 GoodWorks International, LLC	2. Registration No. 5414
3. Name of Foreign Principal Government of Nigeria	

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 Nigerian government to (1) advance the interest level in trade and commerce between the U.S. and Nigeria business communities and (2) promote improvements of the unique problems pertaining to Nigeria.

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 Nigeria and (2) promote improvements of unique problems pertaining to Nigeria.

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.

See Question 8 above.

Date of Exhibit B February 23, 2001	Name and Title Carlton A. Masters President & CEO	Signature 
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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.



GoodWorks
INTERNATIONAL, LLC

July 3, 2000

b
Mr. President
GoodWorks had also sent me
a copy. I have gone
through it a friend who
conflict with our Subst.
ex-apt compliance
10/15. I document
you approve pl.
At 2/19/2000

Via Hand Delivery

The Honorable Philip Chiedo Asiodu
Chief Economic Advisor to the President
Federal Republic of Nigeria
New Federal Secretariat
Annex III, 4th Floor
Shehu Shagari Way
Abuja, Nigeria

RE: AGREEMENT BETWEEN THE GOVERNMENT OF NIGERIA
AND GOODWORKS FOR REPRESENTATION.

Dear Chief Asiodu:

It is an honor and privilege for GoodWorks International, LLC. to have been selected to represent the Federal Republic of Nigeria in the United States. GoodWorks looks forward to working with the Government of Nigeria to achieve its goals and objectives in the years ahead. Please find attached a contract that outlines the terms of GoodWorks' representation of Nigeria.

By signing the attached contract, the Government of Nigeria acknowledges that such a representation may from time to time exist, consents to such a representation, and waives any conflicts, which may exist or arise with regard to such a representation. Please acknowledge your understanding of the engagement set forth in the contract, the scope of the Services and fees to be provided hereunder by signing one original of the contract and returning it to us.

Very truly yours,

VP A

Carl Masters, President and CEO
GOODWORKS INTERNATIONAL, LLC

We need to ~~agree~~ to avoid collision with our mission
Your view please
OO
16/12/00
(C) Attorney General
look and advise
OO
24/1/00

REPRESENTATION AGREEMENT

By and Between

GOODWORKS INTERNATIONAL, LLC

And

THE FEDERAL REPUBLIC OF NIGERIA

Dated as of July __, 2000

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1.0 PROJECT SUMMARY

GoodWorks International, LLC (GoodWorks) seeks to enter into a one year Agreement with the Federal Republic of Nigeria (Nigeria) to advocate and represent its interest before the United States Administration and Congress. Also, GoodWorks will promote Nigeria before the US business community thereby further exposing US businesses to investment opportunities in Nigeria. The representation services (Services) are designed to increase initiatives that result in a favorable policy environment as it relates to Nigeria, thus further improving the public relations and perception of Nigeria. The Services will also include specific tasks at the request of Nigeria, whenever necessary.

2.0 REPRESENTATION OBJECTIVES

GoodWorks will provide a multi-dimensional representation, which combines national level advocacy, capacity building of Nigerian government officials, state and private visits of the President and Vice-President of Nigeria to the US, policy analysis, interpretation and harmonization, business development and promotion, and public relations. The representation services will include and target the goals, agencies, organizations and groups outlined in Annex A.

3.0 RATIONALE AND NEED FOR REPRESENTATION

3.1 Research shows a strong correlation between regions in the world which continuously receive favorable economic and political treatment from the US, and effective advocacy from entities which access and lobby the Executive and Legislative branches of the US Government. Historically, effective advocacy before these bodies generates substantial interest in a particular matter, requiring members of the US Congress and the US Administration to respond favorably to such advocacy. Countries without strong advocacy in the US have been ineffective in convincing Congress or the Administration to adopt legislation or policies favorable to them, thus resulting in less favorable or limited public relations and policy targeted towards them. GoodWorks can work to reverse Nigeria's negative image through effective representation of Nigeria's interests in the US.

3.2 The need to enhance Nigeria's image in the US and elsewhere is directly linked not only to the above-stated rationale, but also relates to the need to boost investor confidence in Nigeria. Without a positive image to convince US businesses of the positive results from tireless efforts by the Nigerian Government to overcome adverse economic, political and social problems, and improve the overall situation in Nigeria, much needed investment capital from the US, from private businesses, state funding agencies and/or international financial institutions, would be diverted elsewhere.

4.0 REPRESENTATION SERVICES

In furtherance of the duties described herein, GoodWorks International shall use best efforts and good faith to serve the Government of Nigeria and shall devote all necessary required business time to the representation of Nigeria in the US. GoodWorks shall carry out all activities required for the Legislative, Executive and business development representation of Nigeria, including but not limited to the following "Services":

- 4.1 Coordinating, with the Embassy of Nigeria, visits of the Nigerian President and Vice President as well as other Government dignitaries to the US, by arranging for meetings with key individuals at the US Executive and Legislative levels, and with strategic corporate leaders;
- 4.2 Coordinating trade missions to and from Nigeria with US and Nigerian business concerns;
- 4.3 Fostering and promoting increased bilateral trade initiatives and missions between the US and Nigeria and fostering investments by US firms in Nigeria;
- 4.4 Encouraging US firms to take advantage of various OPIC and Ex-IM Bank programs and related funds to do business in Nigeria;
- 4.5 Harmonizing US legislative and trade policies that directly affect Nigeria, and providing guidance to Nigerian officials as relates to proper interpretation, implications and implementation of US policies. GoodWorks will provide such guidance in the case of the Africa Growth and Opportunity Act, whose broad objectives are to harmonize trade practices of the US and Nigerian governments and businesses, to increase Nigeria's exports to the US as well as encourage US businesses to invest in Nigeria;
- 4.6 Through the legislative process, cause a change of attitudes and policies towards Nigeria. In addition to using its own skills and resources, GoodWorks will work with the various advocacy groups in Washington DC to undertake proactive steps to advocate on behalf of initiatives for Nigeria;
- 4.7 Working towards strengthening the capacity of institutions in the US on how best to plan and implement sustainable initiatives and projects for the improvement of US policy toward Nigeria;
- 4.8 Engaging activity in enhancing the public image of Nigeria in the US by careful monitoring of media reports on Nigeria and countering negative information with positive responses. GoodWorks' mission is to enhance the domestic (US) and international image of Nigeria. Consistent with the goal of enhancing Nigeria's US and international public image, GoodWorks' representation will assist the Nigerian Ambassador and Embassy staff with any

and all matters related to public relations and legislation, including where necessary, preparing testimony, legislative briefings, review of correspondence to congressional members, editorials, opinion papers, press releases, etc.

- 4.8 Actively Engage in executing Specific Projects that fall within the scope of Nigeria's immediate concerns, as well as other projects at the request of Nigeria, whenever necessary.

5.0 SPECIFIC PROJECTS

In light of the above, GoodWorks will focus particular effort towards the following specific projects, which GoodWorks considers to be of high-level interest and immediate importance to Nigeria as a whole:

- 5.1 Make Nigeria the focus of, not only President Clinton's foreign policy towards Africa, but of Vice-President Al Gore's and Republican presidential hopeful George W. Bush's as well. In that regard, GoodWorks will implement a strategy that would bring worldwide attention to the monumental significance of Nigeria's transition from military to civilian, democratic rule.
- 5.2 Provide guidance to Nigerian government officials on the Africa Growth and Opportunity Act and to carry out all necessary steps to expedite US approval of Nigeria for Generalized System of Preferences (GSP) status. Such guidance will also focus on assisting Nigerian government officials and business community, to attain full understanding of the terms of the Act and how best to maximize the advantages it brings to Nigeria;
- 5.3 Increase awareness on behalf of Nigeria before the US Legislative and Executive branches to obtain debt cancellation, and the subsequent re-direction of Nigeria's debt money to improving the social welfare of the people of Nigeria. This will call for the implementation of definite social projects in the economic, health and education sectors under international supervision; (GoodWorks believes it is important to stress this conditionality between the two aspects because they are mutually complementary and beneficial to Nigeria.)
- 5.4 Increase awareness on behalf of the Government of Nigeria before the US Legislative and Executive branches to recover the billions dollars worth of state assets diverted from Nigeria by former administrations; and
- 5.5 Restore flights between Lagos and New York, and obtaining routes between Lagos and Abuja to and from Washington DC, Atlanta, Los Angeles and Houston.

6.0 SCOPE OF AGREEMENT

This Agreement covers all government relation Services offered by Good Works for Nigeria.

- 6.1 Subject to the terms and conditions set forth in this Agreement, Nigeria hereby designates GoodWorks International, LLC as its representatives in the United States before the Executive and Legislative branches of the US Government as well as assist in Nigeria's public relations image, and to perform all other obligations set forth herein.

7.0 TERM, TERMINATION AND RENEWAL

The term of this Agreement shall be two years certain commencing on the date of signing of this Agreement. If either party wishes to renew this Agreement it shall be on terms and conditions to be renegotiated by the parties.

8.0 LIMITATION AND DISCLOSURE

- 8.1 GoodWorks International shall not enter into any agreement, contract or arrangement with any other government or governmental representative without prior notification and approval by the Government of Nigeria, if it appears that a conflict of interest could arise from such representation. In addition, GoodWorks shall not enter into any agreement with any person, firm or corporation, or other enterprise imposing any legal obligation or liability of any kind on Nigeria.

- 8.2 GoodWorks will not transfer, assign or pledge this Agreement or any part thereof or interest therein without first obtaining the prior written consent of Nigeria.

9.0 REPORTS AND DOCUMENTATION

GoodWorks shall provide Nigeria with monthly/periodic written activity reports on the status of or current legislation directly or indirectly impacting Nigeria as well as Executive guidelines and policies directly or indirectly affecting Nigeria. These monthly updates will include, at a minimum, background information on the issue(s), current Administration or Congressional position, amount of support/opposition and from whom, and analysis and suggested course of action Nigeria may wish to pursue. If the situation dictates, GoodWorks will provide oral updates of the legislation and pending actions etc., followed by memorialization. Also, these monthly reports will analyze business investment opportunities and activities between the US and Nigeria.

10.0 CONFIDENTIAL DATA AND INFORMATION

GoodWorks acknowledges and agrees that data and information, including state secrets, trade secrets, know-how or other confidential information relating to the services GoodWorks provides to Nigeria is the property of Nigeria. GoodWorks agrees to keep in confidence all data and information received directly or indirectly from Nigeria, not to disclose such data and information to anyone except if specified (in writing or otherwise) by Nigeria, and to use such data and information for the sole purpose of fulfilling GoodWorks' obligations under this Agreement. GoodWorks further agrees to abide by any instructions from Nigeria concerning disclosure of such data and information.

11.0 GOODWORKS WARRANTY

GoodWorks International covenants and warrants the following:

- 11.1 As representative for Nigeria, GoodWorks is and will remain legally competent to perform its obligations under the laws of the District of Columbia and the Commonwealth of Virginia;
- 11.2 Will refrain from any act or omission which might prejudice its qualifications to act as representative of Nigeria;
- 11.3 Has sufficient knowledge and experience in representing principals before the Executive and Legislative branches of the US Government; and
- 11.4 Has sufficient knowledge and experience in international business development matters.

12.0 DUTIES OF NIGERIA

- 12.1 Nigeria agrees to provide GoodWorks with the necessary technical support for the successful representation, including but not limited to, copies of relevant documents needed to support particular positions, access to embassy personnel, particularly the Ambassador, Charge d' Affaires and other logistical support facilitating such representation.
- 12.2 Nigeria agrees to effectively communicate with GoodWorks on matters of concern regarding issues that may affect the representation of Nigeria by GoodWorks.

13.0 COMPENSATION AND FEES

- 13.1 Nigeria agrees to pay and GoodWorks agrees to accept compensation for its services under this Agreement, not to exceed a total of US\$1,500,000 (One million, five hundred thousand US\$) for the first year of service only. Upon signing of this agreement, GoodWorks and Nigeria hereby agree that compensation to be provided to GoodWorks for an initial one (1) year of Service shall be as follows:

• Initial Retainer	US\$500,000
• Monthly Retainers	US\$60,000

- 13.2 GoodWorks' representation of Nigeria for the initial period of one (1) year, will commence upon execution of this engagement letter. The Services shall commence upon receipt of US\$560,000 as the Initial Payment, which represents payment of the Initial Retainer of US\$500,000, plus the first monthly retainer of US\$60,000 for the Services to be provided under this Agreement. GoodWorks and Nigeria agree that the Initial Retainer will be supplemented by monthly installments of US\$60,000, due and payable every thirty (30) days to the account indicated below or to any other account designated by GoodWorks.
- 13.3 In addition to payment of fees for the Services, Nigeria shall reimburse GoodWorks for all reasonable expenses, as pre-approved by Nigeria. GoodWorks expects to incur out-of-pocket expenses in connection with this representation, which may include long distance telephone charges, postage, telecopy charges, copying costs, travel expenses and third party services. GoodWorks shall present Nigeria with an invoice containing a complete account of such expenditures and all reasonable documentation as may be required by Nigeria in connection therewith. Nigeria agrees to reimburse GoodWorks for all such expenses separately, and payable to the bank account indicated below or any other bank account designated by GoodWorks.

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

Bank Name: Bank of America, U.S.A.

Account Number: [REDACTED]

Bank Routing Number: [REDACTED]

Bank Contact: Lisa Koller, Vice President
Corporate & Executive Banking
Bank of America, N.A.
600 Peachtree Street
20th Floor
Atlanta, GA 30308

Tel: (404) 607-5894
Fax: (404) 607-5000

15.0 SIGNATURES

IN WITNESS WHEREOF, GoodWorks International and the Federal Republic of Nigeria have executed this Agreement as of the day and year set forth below.

GOODWORKS INTERNATIONAL LLC

GOVERNMENT OF NIGERIA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____