
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

NA

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.)*

NA

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.

NA

Date of Exhibit A	Name and Title	Signature
October 30, 2006	Carlton A. Masters President and CEO	

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.

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 .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 Kaduna State, 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.

This contract is a renewal of a previous agreement between GWI and Kaduna State covering the period April 15, 2005-October 15, 2005 that was reported terminated in GoodWorks' last FARA report. The scope of work in the present agreement will be expanded, however, in that GWI will plan and execute arrangements for all official visits by the Governor of Kaduna State or his representatives not only to Washington, DC, but also to New York, Atlanta and/or Houston.

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CRM/ISS/REGISTRATION

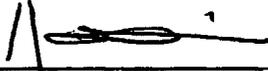
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

In Washington, GoodWorks will schedule meetings with the executive and legislative branches of the federal government, prominent non-governmental organizations, and media representatives. Other meetings and/or conferences could be scheduled at, e.g., the Corporate Council on Africa, the World Bank, or the Woodrow Wilson Center for International Affairs. In Atlanta, target audiences would be the Carter Center and Georgia State University in particular. In New York, the schedules would include the Council on Foreign Relations and officials of the United Nations. In Houston, meetings would be arranged primarily with senior oil industry representatives and members of the large Nigerian expatriate community.

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 answers to questions 7 and 8, above.

Date of Exhibit B	Name and Title	Signature
October 30, 2006	Carlton A. Masters President and CEO	

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.

July 17, 2006

GWICONSULTING

GoodWorks International, LLC



GWICONSULTING UNIT
JUL 17 4 19 PM '06

**His Excellency
Governor Ahmed Makarfi
Government House
Kaduna State
Federal Republic of Nigeria**

Excellency,

I am writing to confirm your agreement to renew the Kaduna State Government's contractual relationship with GoodWorks International, LLC for an additional six month period, beginning August 15, 2006 to January 15, 2007. This renewal is a follow-up to the initial six month agreement between GoodWorks International and the Kaduna State Government for the period April 15, 2005 to October 15, 2005.

The Kaduna State Government and GoodWorks International understand and accept that the terms of reference for the renewed contractual relationship remain the same as in the earlier agreement, except that the scope of work will be expanded. GoodWorks International will develop, plan and execute any and all official visits that you and senior representatives of your government make to the United States during the aforementioned six month period. Under the renewed agreement, however, the scope of our services will extend to meetings and programs in New York, Atlanta and/or Houston, as well as to Washington, D.C.

In Washington, we will schedule meetings with the executive and legislative branches of the U.S. government, prominent non-governmental organizations, and media representatives. We will also propose that you meet with the Corporate Council on Africa, the AGOA Working Group, and the World Bank. GoodWorks will schedule a major speaking engagement for you at the Woodrow Center for International Affairs and /or the Ralph Bunche Center for International

Affairs at Howard University. If you agree, we will also organize a luncheon or dinner event hosted by the Africa Society in your honor.

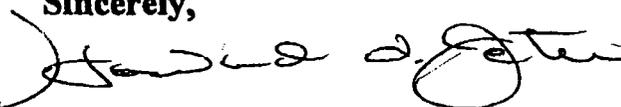
In addition to Washington, you may want to schedule programs in New York, Atlanta, Georgia and/or Houston, Texas. In New York, GoodWorks will schedule a roundtable discussion for you at the Council on Foreign Relations and, if you desire, selected meetings at the United Nations, to include the Under Secretary for Political Affairs and the Assistant Secretary for Political Affairs (Africa). In Atlanta, GoodWorks will set up meetings for you at the Carter Center and speaking engagements at the Georgia State School for Policy Studies and the Andrew Young Center for International Affairs at Morehouse College. In Houston, we will schedule meetings with oil company executives, organize a speaking engagement at Texas Southern University, and hold a meeting or meetings with the Nigerian Diaspora community, who we believe should be the focus of your visit to that city (Houston has the largest Nigerian-American population in the United States).

As before, GoodWorks will charge a flat fee of \$50,000 (Fifty Thousand U.S. dollars) for its services. All program-related expenses, including lunches, dinners, and receptions, must be borne by Kaduna State Government; travel, accommodations, and related expenses incurred by GoodWorks International personnel working on your program must also be covered by the Kaduna State Government.

If you agree to the terms and conditions stated above, your counter-signature of this letter shall constitute the agreement, binding on both parties.

GoodWorks International looks forward to working with you again and supporting the needs of Kaduna State.

Sincerely,



**Howard F. Jeter
Executive Vice President**



COUNTERSIGNED:

**Mukhtar Sirajo
Director General Media
Kaduna State
Federal Republic of Nigeria**

24/7/06

Date

2007 DEC -4 PM 0:19-
CIVIL SERVICE COMMISSION

Payment should be remitted by wire transfer to the following account:

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

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

Account Number: [REDACTED]

Routing Number: [REDACTED]

**Bank Contact: Lisa Keller, Vice President
Corporate and Executive Banking
Bank of America, NA
600 Peachtree Street, 29th Floor
Atlanta, Georgia 30308**

**Telephone: 404-607-5894
Fax: 404-607-5000**