

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, DC. 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.

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 Richard T Hines Consulting, Inc. 809 Princess St. Alexandria, VA 22314	2. Registration No. 5236-5659
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3. Name of foreign principal Republic of The Gambia	4. Principal address of foreign principal 1156 15th Street, NW Suite 905 Washington DC 20005
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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
 - 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.
Executive Branch
- b) Name and title of official with whom registrant deals.
H. E. Dobou Bammy Jagne, Ambassador

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.

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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

NOT APPLICABLE

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

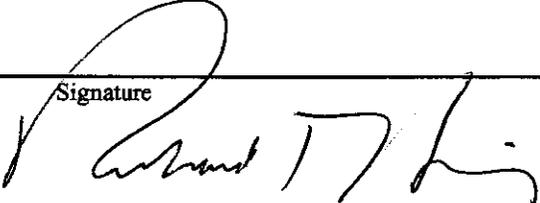
Controlled by a foreign government, foreign political party, or other foreign principal Yes No

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.)*

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.

Date of Exhibit A	Name and Title	Signature
	Richard T Hines, President RTH Consulting, Inc.	

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 Richard T Hines RTH Consulting, Inc	2. Registration No. 5236 5659
3. Name of Foreign Principal Republic of The Gambia	

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.

Refer to attached contract.

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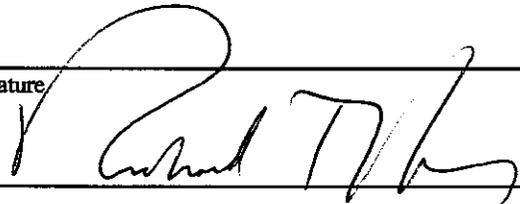
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Obtaining appointments with appropriate agencies of the US Government.
Contacting potential investors in US Corporations interested in doing business in The Gambia.

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.

As economic and political issues arise, RTH Consulting, Inc. will contact appropriate US Government agencies including staff and members of the US Congress.

Date of Exhibit B	Name and Title Richard T Hines, President RTH Consulting, Inc.	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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT is made as of the 23rd day of November 2004, by and between Richard T. Hines Consulting, Inc., (the "Consultant"), a Virginia corporation, party of the first part, and The Republic of The Gambia (the "Client"), party of the second part.

1. **ENGAGEMENT.** The Client hereby engages the Consultant and the Consultant hereby accepts the engagement with the Client upon the terms and conditions hereinafter set forth. The parties hereto acknowledge that Consultant is being engaged as a self-employed, independent contractor to the Client, and is not to be construed as an employee of the Client and is not entitled to any benefits that may be payable to or on behalf of employees of the Client.
2. **TERM.** The term of this Agreement shall be from November 23, 2004, to November 23, 2005. Any extension hereof shall be in writing and signed by the parties hereto.
3. **GUARANTEED OBJECTIVES - GENERAL.** The Consultant is engaged to represent the Client to the Government of the United States of America and to proceed to build a lobby for The Gambia in Washington, D.C., as generally described in the Consultant's Group Report attached hereto, and to concentrate on the following:
 - a. Prevent introduction of negative resolutions by the U.S. Senate Foreign Relations Committee and the U.S. House International Relations Committee, or other committees of the U.S. Congress with minimum debate, discussion, and publicity;
 - b. Recast the image of the Client and the President of The Republic of The Gambia in a favorable light that reflects the party's, the President's, and the government's actual, proud history with the early focus on the Washington, D.C. media and minds of the conservative Republican leadership in the U.S. Congress;
 - c. Optimize existing U.S. foreign aid for The Gambia and work to increase such aid in the next year's budget;
 - d. Gain the support of the conservative Republican leadership in the United States Congress for the government of The Gambia and President Jammeh, and thereby weaken opposition in Washington, D.C.;
 - e. Identify a member of each House of Congress who will receive and circulate information on The Gambia to other members; and
 - f. Prepare a long-term plan to establish a strong Gambian Lobby in Washington, D.C. by December 31, 2004, and implement the plan through the term of this Agreement.

4. GUARANTEED OBJECTIVES - SPECIFIC.

The Consultant will guarantee his best efforts to achieve the following for The Gambia:

- a. Qualify The Gambia for the Millennium Challenge program.
- b. Achieve for The Gambia funding for general infrastructure development:
 - rural road construction
 - rural electrification
 - teacher training
 - school construction
 - micro-rural, agricultural-development projects
 - establish an agricultural bank **with monies from USAID.**
- c. Procure for The Gambia funds for feasibility studies on cement manufacturing from USTDA.
- d. Procure for The Gambia an increase in Ex-Im Bank loans for next 12 months.
- e. Procure for The Gambia an increase in funding from World Bank, IFC, and ADB.
- f. Obtain for The Gambia approval of at least three OPIC projects, with funding.
- g. Obtain for The Gambia helpful NGO programs:
 - medical equipment
 - student exchange programs
 - other healthcare / education projects.
- h. Obtain for The Gambia meetings with the President's National Security Advisor, Deputy Secretary of State, and new CIA Director.

5. **COMPENSATION.** The Gambia shall pay Consultant a fee for Consultant's services equal to \$25,000 (U.S.) per month payable in **two installments of \$150,000 (U.S.), for a total of \$300,000**, said sum to be paid within **two (2) weeks** of the date in which the parties sign this Agreement.

6. **RIGHT AND AUTHORITY.** The signatories to this Agreement represent that they have the right and authority to enter into and execute this Agreement on behalf of their respective party, and such Agreement is binding and enforceable on the party.

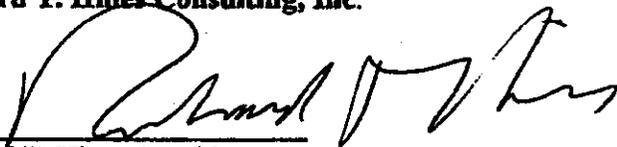
7. **TERMINATION OF AGREEMENT.** Notwithstanding the terms provided herein, the Client may terminate this Agreement with advance, written notice to Consultant prior to the ending date of the Agreement. Otherwise, the terms and conditions of this Agreement shall continue for an additional period of one year, **subject to negotiation.**
8. **CONFIDENTIAL INFORMATION.** The Consultant shall not, either during the term of this Agreement or at any time thereafter, disclose to any person, other than in the discharge of the duties of the Consultant under this Agreement, any information designed by the Client as "Confidential" concerning the operations, business, or internal structure of the Client and not publish, disclose to any third Party, or use such information other than in performance of this Agreement without the Client's written permission. Confidential information means materials, documents, data, and other information designated "confidential." In the event that Consultant is served with any such subpoena, court order, or other legal process that would ultimately result in the necessity of divulging confidential information, Consultant will immediately notify the Client by the most expeditious means of such subpoena, court order, or other legal process. The Client shall not, either during the term of this Agreement or at any time thereafter, disclose to any person, except as may be necessary for Consultant's work, the nature of Consultant's work under this Agreement, Consultant's other clients or projects, past, present, or future, and any information disclosed to the Client concerning the business of Consultant and any method and/or procedure relating or pertaining to Consultant's work. Neither Party will be required to protect Confidential information that is or becomes publicly available, is independently developed outside the scope of this Agreement, or is rightfully obtained from Third Parties. As a violation by either party of the provisions of this Section could cause irreparable injury to the other and there is no adequate remedy at law for such violation, either party shall have the right, in addition to any other remedies available to it by law or in equity, to enjoin the other in a court of equity for violating such provisions.
9. **NON-COMPETE AGREEMENT.** During the term of this Agreement, and for a period of two years thereafter, irrespective of the time, manner, or cause of termination of this Agreement, Consultant shall not, directly or indirectly, solicit any work from any person that would be contrary to the interests of the Client on the issue to which this Agreement pertains. The parties agree that the foregoing restrictive covenant shall inure to the benefit of the Client, and its successors and assigns, and shall be enforceable at law or equity in any court of competent jurisdiction.
10. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, U.S.A., and the laws of The Gambia.
11. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended, or rescinded only by a writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

12. **NOTICES.** Any notice, request or other communication to either party hereunder shall be given in writing and shall be deemed given on the earlier of the date the same is (i) personally delivered, or (ii) mailed by certified or registered mail, return receipt requested, postage prepaid, and addressed to the party for which intended at its last known residence or business address, or (iii) overnight courier to the party for which intended at its last known residence or business address.
13. **WAIVER.** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver or waiver of any future or past breach or violation of any such provision. No waiver shall be binding unless executed in writing by the party making the waiver.
14. **ENFORCEABILITY.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties thereto and their respective heirs, legal representatives, successors, and assigns. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by any reason of this Agreement on any persons other than the parties to it and their respective successors and assigns. In the event that any provision or any portion of this Agreement shall be held to be void or unenforceable, then the remaining provisions of this Agreement (and the remaining portion of any provision held to be void or unenforceable in part only) shall continue in full force and effect.
15. **DISPUTES.** Any dispute arising under the provisions of this Agreement will be resolved by binding arbitration in the District of Columbia in accordance with the rules of the American Arbitration Association, or those of **The Republic of The Gambia**. The prevailing party in such proceedings will be entitled to reasonable attorney's fees as determined by the panel, and if the prevailing party is the claimant who first sought arbitration, will be entitled, in addition to attorney's fees, to all arbitration related expenses, including the fees of arbitrators, witnesses, and the like. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

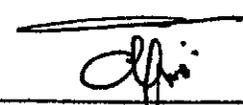
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first above written.

Attest:

Richard T. Hines Consulting, Inc.

By: 
Richard T. Hines, President

The Republic of The Gambia

By: 
Dobou Jagne, Ambassador to the United States