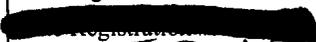


Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection 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 The Business Council for International Understanding, Inc. (BCIU)		2. Registration No.  5713
3. Name of foreign principal Nigerian Investment Promotion Commission	4. Principal address of foreign principal Plot 1181, Aguiyi Ironsi St. Maitama District, P.M.B. 381 Garki Abuja, Nigeria	
5. Indicate whether your foreign principal is one of the following:		
<input checked="" type="checkbox"/> Foreign government		
<input type="checkbox"/> Foreign political party		
<input type="checkbox"/> Foreign or domestic organization: If either, check one of the following:		
<input type="checkbox"/> Partnership <input type="checkbox"/> Committee		
<input type="checkbox"/> Corporation <input type="checkbox"/> Voluntary group		
<input type="checkbox"/> Association <input type="checkbox"/> Other (specify): _____		
<input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant. Nigeria Investment Promotion Commission		
b) Name and title of official with whom registrant deals. Executive Secretary (chief executive) Hon. Mustafa Bello		
7. If the foreign principal is a foreign political party, state:		
a) Principal address. n/a		
b) Name and title of official with whom registrant deals. n/a		
c) Principal aim. n/a		

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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

N/A

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

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9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

The NIPC is a unit of the Presidency of Nigeria, located in Abuja, the Federal Capitol. NIPC is supervised, owned, directed, controlled, financed and subsidized for their operations.

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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.

N/A

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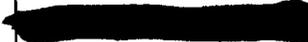
Date of Exhibit A	Name and Title	Signature
	Peter J. Tichansky, President and CEO	

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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.

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 .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 The Business Council for International Understanding, Inc. (BCIU)	2. Registration No.  5713
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3. Name of Foreign Principal  
Nigeria Investment Promotion Commission

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.

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7. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
BCIU WILL PERFORM AND SUBCONTRACT FOR, INVESTMENT PROMOTION AND MEDIA OUTREACH SERVICES TO EDUCATE U.S. BUSINESSES ABOUT NIGERIA. BCIU WILL ARRANGE APPOINTMENTS WITH U.S. GOVT. AGENCIES.

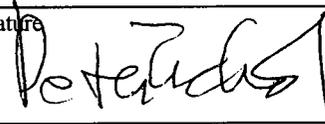
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

1. APPOINTMENTS WITH BUSINESS, GOVT. AGENCIES, MEDIA ORGANIZATIONS.
2. ROUNDTABLES + CONFERENCES TO CREATE DIALOGUE BETWEEN NIGERIAN OFFICIALS + BUSINESSMEN, AND U.S. OFFICIALS AND BUSINESSMEN.
3. SUBCONTRACT FOR PRODUCTION OF INFORMATION KITS AND A SHORT PROMOTIONAL VIDEO ON 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.

~~Association Executive~~

Date of Exhibit B  10/14/2005	Name and Title Peter J. Tichansky, President and 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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.

# CONTRACT FOR CONSULTING SERVICES

## CONTRACT

THIS CONTRACT ("Contract") is entered into this 3<sup>rd</sup> of August 2005 by and between Nigerian Investment Promotion Commission (NIPC) ("the Client") having its principal place of business at Plot 1181 Aguiyi-Ironsi Street, Maitama, Abuja and Business Council for International Understanding (BCIU) ("the Consultant") having its principal office located at 1212 Avenue of the Americas, New York, NY10036, USA.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
  - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services", which is made an integral part of this Contract ("the Services").
  - (ii) The Consultant shall provide Coltrin & Associates Inc. also known as 'Consultant's Associates' to provide the other services listed in Annex A Party B. The Consultant is however at liberty to engage others.
  - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex B, "Consultant's Reporting Obligations".
2. **Term** The Consultant shall perform the Services during the period commencing 3<sup>rd</sup> August 2005 and continuing through November 15, 2005 or any other period as may be subsequently agreed by the parties in writing.
3. **Payment**
  - A. **Ceiling:**  
For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed \$210,000, unless expenses pre-approved by NIPC exceed this amount. This amount has been established based on the understanding that it includes all the client's expenditure items for the conference except travel and lodging of delegates and NIPC staff; and all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
  - B. **Schedule of Payments:**  
The schedule of payments is specified below:  
  
\$105,000.00 upon the Client's receipt of a copy of this Contract signed by the Consultant.  
  
\$50,000.00 on September 1 upon the Client's receipt of the draft progress report on the arrangement and sponsorship drives to date.  
  
\$41,500.00 on October 1 upon the Client's receipt of the second progress report.

\$13,500.00 (as 15% of the Consultant's fee (\$90,000.00)) upon the Client's receipt of the final report of the whole event, acceptable to the Client by November 15, 2005.

\$210,000.00 Total

C. **Payment Conditions:**

Payment shall be made in US dollars, by bank transfer, not later than 5 working/business days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Consultant will reduce client's conference arrangement cost by reimbursing client should final conference agreement cost leave a surplus. Client will receive 80% and consultant will retain 20% of any surplus.

4. **Project Administration**

A. **Coordinator:**

The Client designates Mr. Lawan G. Lantewa as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. **Reports:**

The reports listed in Annex B, "Consultant's Reporting Obligations", shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. **Performance Standard**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any associate assigned under this Contract that the Client considers unsatisfactory.

6. **Confidentiality**

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. **Assignment**

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

8. **Law Governing Contract and Language**

The Contract shall be governed by the laws of the Federal Republic of Nigeria, and the language of the Contract shall be English.

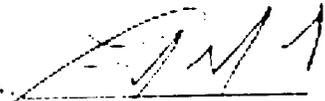
9. **Dispute Resolution**

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the laws of the State of New York.

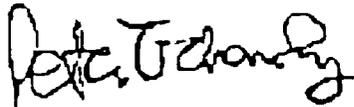
10. **Force majeure**

Consultant shall not be liable for failure to comply with its obligations if such failure is due to reasons beyond its control such as, but not limited to, flood, fire or act of God.

FOR THE CLIENT

Signed by:   
Title: EXECUTIVE SECRETARY

FOR THE CONSULTANT

Signed by:   
Title: **President, BCIU**

WITNESS

Signed by:   
Name: Isaac Inyang

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services  
Annex B: Consultant's Reporting Obligations