

*Revised*

**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.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. 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 in print and online at: <http://www.fara.gov/>.

**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, Counterespionage Section, National Security 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 Africa United States Friendship & Economic Development Group (US FED Group)	2. Registration No. 5756
3. Name of Foreign Principal D'Arrigo International	

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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.  
See attached Agreement.  
This agreement was not consummated.

*Revised*

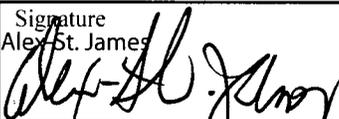
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

N/A

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

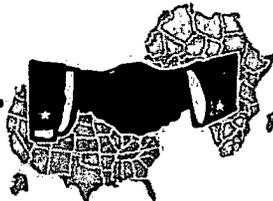
If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

N/A

Date of Exhibit B May 1, 09	Name and Title Alex-St. James, VP	Signature Alex-St. James 
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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.

# Africa-U.S. Friendship & Economic Development Group



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## AGREEMENT BETWEEN Africa United States Friendship & Economic Development Group (US FED Group{Africa}) And xxxxxx xxxxxxxxxxxxxxxx

**This Agreement**, is made September, 1 2006 between Africa United States Friendship & Economic Development Group, hereafter, (US FED Group), a United States Special Interest organization, with its principal office at 1201 Pennsylvania Avenue, North West, Suite 300, Washington, DC, 20004 and xxxxxx xxxxxxxxxxxxxxxx, hereafter, (Principal) with its principal office at xxxxxxxx, xxxxxxxxxxx South Africa.

**Now therefore**, pursuant to discussions and in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### Article I SCOPE OF WORK

**Section 1.01 Scope.** US FED Group shall work in behalf of Principal to gain and secure US government export agencies financing guarantees and private equity funding in matching Africa's needs to American Business Interests for friendship and economic development. Specifically, US FED Group shall provide strategic counsel and tactical planning in an effort to provide key US decision-makers and policymakers with a fresh look at Principal's identified air service needs in financing and funding in opening the African Continent up to American Business Interests of friendship, free market, trade and economic development.

**Section 1.02 Goal.** Parties agree the overall goal of this representation is to improve US Africa economic ties through air service promotion and fostering of mutual economic growth. In line with this goal, US FED Group will work with key policymakers and equity holders to implement and promote aviation projects, notwithstanding other interests of Principal especially at the FAA, Department of Transportation, State Department, National Economic Council, Domestic Policy Council, Department of Commerce and US Trade Representative, US AID, USTDA, World Bank, IMF, ADF, ADB, US export credit agencies, as well as those in the US Senate and House of Representatives and others.

**Section 1.03 US Finance Guarantees.** Once specific Africa's needs are identified by Principal with American Business Interests relative to financing and funding, US FED Group will actively engage policymakers and present them with positive, persuasive and compelling arguments in favor of US financing and private-equity funding backed by US guarantees.

**Section 1.04 VISITS.** This work could entail the arrangement of public-private delegation visits from either the United States to Africa or vice-versa.

**Section 1.05 US FED Group Team.** All resources of US FED Group will be available to Principal as we undertake this work on its behalf. However, US FED Group has designated a team of professionals who will concentrate on your work. Our Chief US Policy Advisor, Alex-St. James will lead the US FED Group team and assisted by Jardo Muekalia. US FED Group will also draw upon the skills and experience of its Special Representative to Africa, Claudio H. Silva, and assisted by Special Assistant Clement K. Yeboah.

## **Article II TERMS AND FEE**

**Section 2.01 Duration.** The term of this Agreement is six months commencing on August 15, 2006 and terminating on February 15, 2007.

**Section 2.02 Fees.** In consideration of US FED Group services, D'Arrigo International agrees to pay US FED Group a semi-annual payment of One Hundred and Fifty Thousand Dollars (\$150,000 USD) which includes all fees and expenses. This payment is due on August 15, 2006 and represents the entire fee and expenses relative to this Agreement.

**Section 2.03 Wire Transfer.** All payments due to US FED Group shall be wire transferred to a bank account designated by US FED Group in writing and paid upon this executed Agreement.

**Section 2.04 Principal May Authorize Additional Work.** With Principal's expressed approval, US FED Group may provide service for work or projects that exceed the scope of work described in Section 1.01. Such additional assignments must be authorized by Principal in writing (letter, email, or fax are acceptable) and will be billed at US FED Group hourly rates in addition to the fee described above.

**Section 2.05 Published Rates.** Normally, US FED Group fees are based upon the hourly rates of staff providing service, multiplied by the number of hours provided. Time is recorded in increments of thirty (30) minutes. The minimum amount of time billed for any assignment is thirty (30) minutes. US FED Group's published rates range between Sixty five Dollars (\$65) and Six Hundred Dollars (\$600) per hour. Principal is

informed and aware that US FED Group reviews its rates at least annually and that they may be modified to reflect changes in US FED Group business structure.

**Section 2.06 Non-Automatic Renewal.** This Agreement is not automatically renewed beyond February 15, 2007, unless the Principal invokes renewal.

### **Article III EXPENSES**

**Section 3.01 Responsibility for Payment.** Principal is responsible for the payment of all agreed upon fees and expenses as stipulated in Section 2.02.

### **Article IV TERMINATION**

**Section 4.01 Termination.** This Agreement may be terminated by either party upon ninety (90) days prior written notice. Fees for a fractional calendar month shall be prorated on a daily basis. US FED Group shall refund the balance of paid fees.

### **Article V CONFIDENTIALITY**

**Section 5.01 Confidentiality.** US FED Group recognizes that in the course of our work in Principal's behalf, US FED Group may become aware of information, practices, or policies which Principal wishes kept confidential. US FED Group agrees to maintain that confidentiality and not disclose to any outside party the information either during the period of this Agreement or thereafter to the extent permitted by law. All matters relative to our scope of work coming into our knowledge, including the provisions of this Agreement are confidential and shall not be transferred, communicated, or delivered to a third party, whether or not for compensation, without the expressed prior authorization of either party, or as required by law.

### **Article VI AGREEMENT**

**Section 6.01 Applicable Laws.** This Agreement shall be governed and construed in accordance with the laws of the District of Columbia, in the United States of America. The parties agree to submit to the jurisdiction of the courts of the District of Columbia to adjudicate any dispute arising from or relating to this Agreement.

**Section 6.02 Agreement in Entirety.** This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous representation, proposal, warranty, understanding, or agreement, written or oral, regarding such subject matter. No amendment, modification or waiver to this Agreement may be accomplished without a written instrument signed by both parties.

**Section 6.03 No Partnership, Joint Venture, or Employment Relationship.** This Agreement shall not be deemed to create any partnership, joint venture, or enterprise or employment relationship between the parties.

**Section 6.04 Execution in Counterparts.** This Agreement may be executed in counterparts and it is the intent of the parties that the copy signed by a party will be fully enforceable against such party and its legal affiliates and assigns. By signing below the parties are agreeing to the terms and conditions set out herein and binding ourselves contractually to each other. US FED Group and D'Arrigo International also bind their successors and assigns with respect to all covenants of this Agreement.

**Article VII COMPLIANCE WITH UNITED STATES LEGAL REQUIREMENTS**

**Section 7.01 Compliance with Filing Requirements.** US FED Group represents and warrants that it shall strictly comply with all applicable statutes and regulations in the conduct of its work on behalf of Principal, including compliance with the reporting requirements of the Foreign Agents Registration Act (FARA) and other federally-required filings. Principal is informed and aware that such compliance may require public disclosure of this Agreement and its terms in addition to US FED Group involvement with many of the activities it will conduct on behalf of Principal.

**Section 7.02 Interests of the United States Government.** At no time shall US FED Group undertake any action deemed to be against the interests of the United States government.

**The undersigned persons are authorized by the parties hereto to sign this Agreement and have read and fully understand the foregoing and it is their intent to be bound by the terms and conditions hereof.**

Africa United States  
Friendship & Economic Development Group  
(US FED Group)

By: \_\_\_\_\_  
Alex-St. James, Chief US Policy Advisor

Date: \_\_\_\_\_

D'Arrigo International

By: \_\_\_\_\_  
Franco D'Arrigo, CEO

Date: \_\_\_\_\_