

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 Global Water & Energy Strategy Team (GWEST)	2. Registration No. 5892
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3. Name of Foreign Principal Enterprise Saskatchewan

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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.
GWEST has been retained to provide strategic energy policy and business development advice to Enterprise Saskatchewan, an agency of the government of Saskatchewan, Canada. As part of this agreement GWEST will work to identify key contacts on behalf of Saskatchewan to pursue and identify specific foreign capital and other project investment opportunities particularly in markets of Europe, the Middle East, Asia, China, and Latin America. Performance is to be measured by success in achieving the goals detailed in the "Appendix A" of the contract between GWEST and Enterprise Saskatchewan which is attached to this filing.

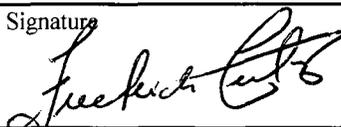
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

GWEST will gather and analyze information regarding interest in investment opportunities in Saskatchewan's natural resources sector from its global network and relay that information to Enterprise Saskatchewan officials via bi-weekly conference calls as well as occasional face to face meetings.

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.

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Date of Exhibit B	Name and Title	Signature
7 December 2009	Frederick Cedoz, Vice President - Operations	

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.

THIS AGREEMENT made in duplicate,

BETWEEN:

ENTERPRISE SASKATCHEWAN

a body corporate established pursuant to *The Enterprise Saskatchewan Act*

(Hereinafter referred to as "ES")

- and -

GLOBAL WATER & ENERGY STRATEGY TEAM, LLC

2020 Pennsylvania Avenue, NW #245

WASHINGTON DC 20006

(Hereinafter referred to as the "Consultant")

AGREEMENT

WHEREAS ES is charged with the responsibility to undertake activities to promote Saskatchewan as a place to live, work, operate a business and invest, including marketing and promotion activities;

AND WHEREAS, in carrying out those responsibilities, ES may, pursuant to clause 5(1)(b) of *The Enterprise Saskatchewan Act*, enter into agreements that ES considers expedient or desirable in the exercise of its powers or the performance of responsibilities;

AND WHEREAS ES desires work undertaken to maintain strategic ongoing intelligence and linkage with the Consultant's global investment attraction network, and to pursue and identify specific foreign capital and other project investment opportunities for Saskatchewan, particularly in markets of Europe, the Middle East, Asia, China, and Latin America;

NOW, THEREFORE, the parties hereto agree as follows:

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1.0 SCOPE OF THE CONSULTANT SERVICES

- 1.1 The Consultant shall work to identify key contacts on behalf of Saskatchewan in the aforementioned regions; identify and deliver investment leads, promote and market Saskatchewan's commercial interest in the US; and execute specific tasks as assigned by representatives of ES (hereinafter referred to as the "Work"), as defined in Appendix "A", and forming part of this Agreement, and subject to the terms and conditions of this Agreement and the acceptance of ES.
- 1.2 The Consultant shall commence the Work on or about October 1, 2009, and the Work must be completed by March 31, 2010.
- 1.3 During the term of this Agreement, the Consultant shall, on a timely basis, provide ES with briefing reports and other strategic documents and publications as regularly prepared by the Consultant.
- 1.4 The Consultant is not, and shall not make any representation that it is, an agent of ES or the Crown in Right of the Province of Saskatchewan and shall ensure that its employees or subcontractors do not make any representation that could reasonably lead any member of the public to believe that the Consultant or its employees or subcontractors are agents of ES or the Crown.
- 1.5 At any time during the term of this Agreement, ES or the Consultant may request changes to or extend this Agreement by submitting such requests in writing to the other party. Any agreed-upon changes or extensions must be signed by both parties and appended to this Agreement.

2.0 COST AND PAYMENT OF CONSULTANT SERVICES

2.1 ES agrees to pay:

- a. \$5,000 USD a month to the Consultant for the Work pursuant to paragraph 2.2 hereinafter provided. This amount is to cover all fees and administrative overhead expenses to be incurred by the Consultant pursuant to this Agreement, and any applicable Provincial Sales Tax for the Consultant's services; and
- b. all actual and reasonable travel, sustenance and accommodation expenses to be incurred by the Consultant pursuant to this Agreement provided that the Consultant has obtained the prior approval of ES for travel, sustenance and accommodation expenses.
- c. all actual and reasonable costs associated with events or conferences attended by the Consultant at the request of ES during the term of this Agreement provided that the Consultant has obtained the prior approval of ES for these costs.

2.2 The sum referred to in paragraph 2.1 will be paid as follows:

- a. upon execution by both parties of this Agreement and receipt of the Consultant's invoice, an advance of \$5,000 USD representing payment of the Consultant's first month's services performed pursuant to this Agreement;
- b. on the last day of each month for the duration of this Agreement, or upon completion of the Work, the Consultant will submit a report on the activities undertaken during that calendar month along with an invoice stating the allowable expenses incurred in carrying out that work. Upon receipt and acceptance of that report and invoice, ES will authorize payment of the invoice amount; and

c. all payments will be made in cheque form and delivered to the Consultant via courier to the Consultant's address as noted in paragraph 7.4.

2.3 Where the Consultant's services are subject to Provincial Sales Tax, invoices shall include that amount.

2.4 The Federal Goods and Services Tax is not applicable to ES and invoices should not include any amount with respect to the tax.

3.0 PROPERTY RIGHTS

3.1 Ownership of any information, technical data and property rights therein, including intellectual property, in respect of the Work shall vest in and be the property of ES, except where such information and technical data are represented by the general working skills of the Consultant, its associates, servants and agents.

3.2 ES shall have the sole right to utilize the information, technical data and rights for whatever purpose ES chooses.

3.3 It is the responsibility of the Consultant to obtain such rights/consents as may be necessary for ES to exercise its rights under paragraph 3.2.

3.4 Ownership of any information, technical data and property rights for any of the Consultant's documents referred to in paragraph 1.3 shall vest in and be the property of the Consultant.

3.5 ES shall have the right to utilize the documents referred to in paragraph 1.3 for whatever purpose ES chooses.

4.0 CONFIDENTIALITY

- 4.1 The Consultant shall keep confidential all documents, data, information, and other material provided to or obtained by the Consultant in the performance of its obligations under this Agreement.
- 4.2 The Consultant shall not use, disclose or make accessible to anyone any confidential material mentioned in paragraph 4.1 except as necessary for the performance of its obligations under this Agreement.
- 4.3 ES may consent to the use or release of confidential material mentioned in paragraph 4.1 on such terms and conditions that ES may require.

5.0 TERMINATION

- 5.1 ES shall have the right at any time to cancel this Agreement upon giving 30 days notice in writing to the Consultant, and ES's decision shall be final and conclusive.
- 5.2 In the event of cancellation, the sole liability of ES to the Consultant shall be that portion of the fees and expenses incurred by the Consultant up to the effective date of the cancellation, subject to the Consultant completing the current task (if applicable) and the acceptance of ES.

6.0 INDEPENDENT CONTRACTOR

- 6.1 In the performance of the Work, the Consultant shall be an independent contractor and no provision of this Agreement that gives ES a measure of control over the Work shall be construed as authority to direct the Consultant's Work.

- 6.2 The Consultant shall, at its sole cost and expense, furnish all labour, supervision, transportation, equipment, and materials which may be necessary for the proper performance of the Work required of the Consultant under this Agreement.
- 6.3 This Agreement is not assignable by either party without the prior written consent of the other.
- 6.4 The Consultant shall not subcontract any part of its obligations under this Agreement without the prior written consent of ES, which consent shall not relieve the Consultant from any of its obligations under this Agreement or impose on ES any liability to the subcontractor.

7.0 GENERAL

- 7.1 This Agreement is effective as of October 1, 2009, notwithstanding its date of execution.
- 7.2 This Agreement, including Appendix "A", constitutes the entire agreement between the parties with respect of the subject matter hereof, and supersedes all previous negotiations and documents related to this Agreement.
- 7.3 The Consultant shall indemnify and save harmless ES from and against any and all actions, claims, demands, costs, and liabilities for injury to persons (including death) or loss of or damage to property occasioned wholly, or in part, by any act or omission of the Consultant, its subcontractors, employees or agents arising out of or relating to this Agreement, including any and all expense, legal or otherwise, incurred in the defence of any claim or suit.

- 7.4 All written correspondence and notices to be given to the parties pursuant to this Agreement shall be given as follows:

To ES:

Bryon Burnett, Senior Advisor
Resource Market Development and Investment Attraction
Enterprise Saskatchewan
#300 – 2103 – 11th Avenue
REGINA SK S4P 3Z8
Phone: 306-787-7982
Fax: 306-787-3989
Email: bryon.burnett@enterprisesask.ca

To the Consultant:

Mr. Paul Michael Wihbey
President
Global Water & Energy Strategy Team, LLC
2020 Pennsylvania Avenue, NW #245
WASHINGTON, DC UNITED STATES 20006
Email: pmw@gwest.net

- 7.5 It is understood by the parties to this Agreement that this Agreement is subject to *The Freedom of Information and Protection of Privacy Act*.

- 7.6 Any person employed by ES authorized generally or specifically by ES may exercise any of the rights and powers of ES under this Agreement.

- 7.7 This Agreement is governed by the laws of the Province of Saskatchewan.

- 7.8 No delay, neglect or forbearance of either party in enforcing against the other party any term, condition or obligation under this Agreement shall be interpreted as a waiver of that right or in any way prejudice the rights of such party under this Agreement.

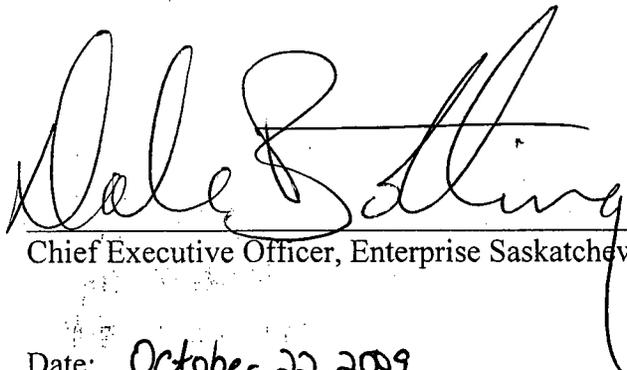
7.9 Section 4.0 and paragraphs 3.1, 3.2, 3.4, 3.5 and 7.3 of this Agreement shall survive the expiration or termination of the Agreement.

7.10 Time is of the essence of this Agreement.

IN ORDER TO BE BOUND by its terms, the parties have executed this Agreement.

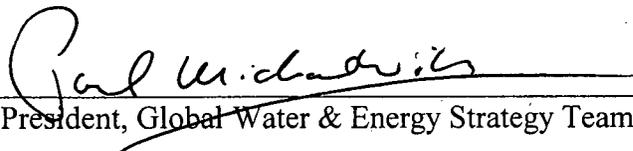
SIGNED, SEALED
AND DELIVERED
in the presence of:


Witness


Chief Executive Officer, Enterprise Saskatchewan

Date: October 22, 2009


Witness


President, Global Water & Energy Strategy Team, LLC

Date: Oct 27/2009

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APPENDIX "A"

(the "Work")

Description of the Work:

Enterprise Saskatchewan (ES) has as one of its key objectives the expansion of its economic relations with Europe, the Middle East, Asia, China, and Latin America. The Consultant will contribute to the delivery of a number of activities that support that objective.

These activities include:

1. the identification of key contacts in the aforementioned regions;
2. identification and delivery of investment leads;
3. the promotion and marketing of Saskatchewan including advancing and defending Saskatchewan's commercial interests in the US;
4. the execution of specific tasks as assigned by representatives of ES; and
5. identification of other funding partners.

Each of these aforementioned activities is further detailed below.

1. In advancing Saskatchewan's long-term strategic business interests, the development of government and corporate networks, relationships with industry leaders and gatekeepers, and partnerships with Canadian and key stakeholders in Europe, the Middle East, Asia, China, and Latin America will be integral to the role of the Consultant. Specifically, the Consultant will:
 - work with ES to develop a plan that will identify business and key individual contacts, routes to those targets, messages to deliver to the various stakeholders, and a timetable for making these contacts;
 - identify opportunities for Premier Wall, and/or other Ministers of the Crown, to effectively advocate and advance Saskatchewan's interests within the aforementioned plan;
 - collect relevant information on these contacts and provide that information to ES when requested; and
 - identify opportunities for ES to work closely and support the added teamwork of the Alberta Enterprise Group on global communications and positioning of common interest to our New West.

This effort should focus on, but is not limited to: investment attraction, trade promotion, and identification and pursuit of business opportunities in key sectors in conjunction with Saskatchewan companies.

2. In advancing Saskatchewan's long-term strategic business interests, the Consultant will identify business leads for both investment and trade and assist in advancing those leads. This includes, but is not limited to:
 - developing a blueprint for Saskatchewan engagement with China National Petroleum Company at multiple levels;
 - developing a strategy to work with the Consultant's Middle East network of Sovereign Wealth funds who are interested in expanding their international energy and strategic resources portfolios;
 - conducting market research on priority sectors;
 - actively working to identify business leads with companies in the aforementioned region;
 - advising ES of any lead opportunities and providing ES with information on those leads, and then in conjunction with ES contribute to the delivery of investment deals into Saskatchewan; and
 - following up in the region on any business leads identified by ES.

3. The Consultant will undertake activities to promote and market Saskatchewan as a:
 - source of world-class commodities, services and goods in the global marketplace;
 - highly-competitive location for investment;
 - strategic partner for education, research, science, and innovation collaboration; and
 - destination for highly-skilled and talented workers, students, researchers, and business leaders.

The Consultant will assist ES in capacity building work by advising on the development of trade show and conference materials, developing investor tool kits, and highlighting how companies operating in Saskatchewan have been able to take advantage of certain factors in growing their business and how new companies can position themselves for growth as Saskatchewan enters the global arena.

4. The Consultant will undertake the execution of specific tasks as assigned by representatives of ES. This includes, but is not limited to:
 - contributing to the entrance of Saskatchewan companies into the European, Middle Eastern, Asian, Chinese, and Latin American markets;
 - moving clients through the contact, lead, matching, and deal life cycle;
 - delivering seminars and presentations to targeted audiences on the merits of establishing a presence in Saskatchewan to expand business in North America;
 - participating and representing Saskatchewan and its companies in select trade and investment events including industry shows, conferences and seminars;
 - assisting on program development and delivery for visits by government official and elected representatives from Saskatchewan;

- assisting in the development of skilled worker immigration outreach policies, specifically providing both strategic and tactical advice on attracting new pools of skilled labor to the Saskatchewan market; and
 - supporting business delegation missions between Saskatchewan and Europe, the Middle East, Asia, China, and Latin America.
5. The Consultant will identify other funding partners to build on our strategic partnership to strengthen awareness, competitive intelligence, and targeted marketing for enhanced global investment into Saskatchewan's growing economy, including added investment interest in related new technologies such as emerging carbon capture sequestration, refining, upgrading, and various other energy technologies.

For the purposes of this Agreement, industry sectors to be targeted includes, but is not limited to:

- Agriculture;
- Agri-Value;
- Alternative Energies and Environmental Industries;
- Arts and Culture;
- Biofuels and Bio-Products;
- Commercialization and Research and Development Services;
- Construction and Land Development;
- Co-operatives;
- Energy;
- Financial Services;
- Forestry;
- Home Building;
- Information Technology;
- Life Sciences and Biotechnology;
- Manufacturing;
- Minerals;
- Tourism; and
- Transportation and Logistics.

Business trade and investment activities as outlined above may expand outside of the monthly consideration for the Consultant's services provided for in this Agreement. In order to maximize the Consultant's services, the Consultant will gain the consent of ES as noted below for the prioritization of the aforementioned items. Further, where necessary, the Consultant will work with the Canadian Government in-market representatives and other partners to integrate and effectively execute this prioritized plan of activities.

Milestones and Deliverables:

At the beginning of each month, the Consultant shall contact ES to discuss priorities for the upcoming month and the expected milestones and deliverables for that month's activities.

Every two weeks, ES and the Consultant shall engage in strategic one- to two-hour briefings to discuss emerging trends and new opportunities, contacts and other strategic developments as they relate to the global positioning and marketing of Saskatchewan's energy and resources.

At least twice during the term of this Agreement, ES and the Consultant will further meet directly—either in Washington, D.C., or in Saskatchewan or elsewhere—to:

- review the strategic intelligence and lead prospects identified by the Consultant; and
- plan other additional events and initiatives that may be separate and in addition to this Agreement; this additional work will require either an amendment to this Agreement or a separate agreement.

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