

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 .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 GKMG, Inc.		2. Registration No. (initial) 5378
3. Name of foreign principal Ministry of Economy and Foreign Trade (MOEFT) Arab Republic of Egypt	4. Principal address of foreign principal See Insert 3	
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 _____		

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6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant. MOEFT
- b) Name and title of official with whom registrant deals. Minister Youssef Boutros Ghali

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.
- c) Principal aim

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 ☐ 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 ☐

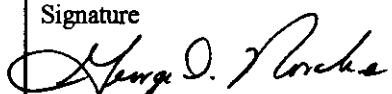
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

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

N/A

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

Date of Exhibit A	Name and Title	Signature
2 August 2000	GEORGE D. NOVAK, II PRINCIPAL	

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

GKMG Inc.

2. Registration No.

initial

5378

3. Name of Foreign Principal

Ministry of Economy and Foreign Trade (MOEFT), Arab Republic of Egypt

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 Supplemental Attachment 1

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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.

See Supplemental Attachment 1

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	Name and Title	Signature
JULY 14, 2000	GEORGE D. NOVAK, PLINUM	George Novak

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.

Supplemental Attachment 1

Response to Question 7 & 8

GKMG will prepare and implement a schedule of monthly briefings for the purpose of providing the U.S. business community with timely, useful information and commercial opportunities and for establishing a dialogue between the Government of Egypt ("GOE") and the U.S. corporate community. Tasks will include:

- ♦ Research for an preparation of a series of topics for briefings to be presented each month;
- ♦ Development of a list of expert speakers;
- ♦ Design of overall program for each briefing;
- ♦ Preparation of a summary of each briefing after the session to be sent as a telefax to U.S. companies each month.

Egypt Inc.com website

GKMG will develop and/ or work with a website company to develop and update a basic business website entitled "Egypt Inc.com." Informational sections on the website will include:

- ♦ Up-to-date general business news from Egypt;
- ♦ GOE tenders;
- ♦ Announcements of new economic indicators from the MOEFT;
- ♦ Links to other business websites.

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GKMG

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Arlington, Virginia 22209

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Facsimile 703-516-2773
E-mail consult@gkmg.com

Egypt, Inc: An Initiative to Grow Exports and Investment with the U.S.

GKMG Consulting Services, Inc. ("GKMG") is pleased to work with the Ministry of Economy and Foreign Trade of the Government of Egypt (the "Ministry" or the "MOEFT") to create **Egypt, Inc: An Initiative to Grow Exports and Investment with the U.S.** (the "Initiative"). This Agreement sets forth the terms of reference, proposed activities, timeframes, compensation/staffing, and the term of Agreement for this Initiative.

I. Terms of Reference

- Despite a strong economy, growth rates of 5.7% (1998) and annual inflation of less than 4%, Egypt had a negative trade balance in 1998 of \$13 billion.
- Egypt and the United States have historically had strong political and economic ties, but U.S. investment in Egypt still lags behind with estimates varying between \$1.5 - \$3 billion.
- In order to grow investment and trade between Egypt and the U.S., GKMG will work with the Ministry to develop an **Initiative** to grow exports from and investments in Egypt.
- Under the sponsorship of the Ministry, the **Initiative** should include a program to:
 - provide up-to-date, useful business information, electronically and in hard copy form, to a wide audience of U.S. and Egyptian companies;
 - create a regularly-scheduled, focused series of business briefings, via telephone and in-person, to enable U.S. companies to learn about and establish a dialogue with the Ministry and other Egyptian officials ;
 - use this dialogue to make the Government of Egypt aware of barriers which impede companies from establishing a growing a business or making an investment in Egypt, and, hopefully, to help change those barriers;
 - establish a permanent set of trade promotion programs working with the Ministry's Commercial Offices in the U.S. and elsewhere to assist Egyptian exporters

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II. Proposed Priority Activities

Upon signing of this agreement, the Ministry and GKMG will expeditiously develop a work plan for the **Initiative** that will include activities from the following:

A. Egypt, Inc. Monthly Briefing Program

GKMG will prepare and implement a schedule of monthly briefings for the purpose of providing the U.S. business community with timely, useful information and commercial opportunities and for establishing a dialogue between the Government of Egypt ("GOE") and the U.S. corporate community. Briefings will begin in Washington in the spring of 2000 and GKMG tasks will include:

- Research for and preparation of a series of topics for briefings to be presented each month. Each briefing will highlight a sector, a set of projects or tenders, and/or a new GOE program;
- Development of a list of expert speakers from the public, private, and non-profit sectors, that will provide an in-depth perspective on each briefing topic;
- Design of overall program for each briefing to include a report of recent business news and project announcements, statutory and regulatory changes, speaker presentations, and government-to-business dialogue;
- Preparation of a summary of each briefing after the session to be sent by the Minister as a telefax to dozens of U.S. companies each month; and
- Evaluation of briefings on a quarterly basis for future programming.

Although these briefings will begin in Washington, several times each year the briefings should be held, in conjunction with the Ministry's commercial offices, in San Francisco, New York, Chicago, Atlanta or Detroit.

B. Egypt Inc.com website

GKMG will develop and/ or work with a website company to develop and update a basic business website entitled "Egypt Inc.com." The Minister will be notified as soon as possible of the company which will develop and maintain the website. Informational sections on the website will include:

- Up-to-date general business news from Egypt;

- GOE commercial and economic information with new tenders and projects, announcements of winning tenders, changes in government laws and regulations;
- Upcoming trade promotion events in Egypt and the U.S;
- Announcements of new economic indicators from the MOEFT;
- Links to other business websites including MOEFT, American Chamber of Commerce in Egypt, the U.S. Embassy, and the National U.S.- Arab Chamber of Commerce.

When the basic business website has been on-line for a substantial period of months, the Minister may want to consider the addition of:

- A general listing of Egyptian agents, distributors, franchisees, and joint venture partners, perhaps on a cost-recovery or "yellow-pages" basis;
- An e-commerce function for manufacturers and suppliers;
- An e-tailing function for consumers to purchase American and Egyptian products; and
- A series of interactive, on-line trade promotion events

C. Enhancement of the Trade Promotion Program

GKMG will work with the MOEFT commercial offices in the U.S. and the MOEFT Office of Commercial Representation in Cairo (and then in Europe and Asia) to strengthen their trade promotion programs. The enhancement program will include:

Business / work plans. GKMG will work with each office to develop a business / work plan with priority sectors, programs, and activities. Each plan will include a timeline and deliverables;

Programs. Development of model programs, using the most successful prototypes of the U.S. and Foreign Commercial Service and other national trade agencies that have assisted companies in doing business. These could include market research for Egyptian companies, country commercial guides, certified trade activities, virtual trade shows, catalog exhibitions, gold key programs, video investor conferences, and virtual gold keys.

Trade Promotion Calendars. Each office could establish a trade promotion calendar of activities, such as trade missions, trade fairs, virtual shows, and other activities, both in Egypt and in the U.S for Egyptian companies to participate in.

"Exporting to the U.S." publication. Working with the MOEFT commercial offices, GKMG could develop a publication that will provide Egyptian exporters with full detail on relevant U.S. laws, regulations, standards, and agencies, as well as practical ideas for obtaining financing, joint venture partners, distributors, and agents. "Exporting to the U.S." will be an all-you-need-to-know publication for Egypt importers.

III. Timeframes

Although suggested timeframes may change, the following is a suggested timeframe:

April 2000 – Prepare proposal for monthly briefings for May and July. Set up briefing program and summary format for faxes to companies. Work with website designer to develop the initial Egypt Inc.com website. Sponsor meetings with business people to determine their specific needs for the website, as well as for briefings. Establish schedule and begin meetings with MOEFT commercial offices.

May 2000 – Begin monthly briefings with first meeting in Washington. Send Egypt, Inc follow-up faxes after the briefing. Begin travel to MOEFT commercial offices to work on business plans. Continue development of website.

June 2000 – Second monthly briefing plus follow-up faxes. Complete business plans for three MOEFT commercial offices. Hold announcement of website, simultaneously in Cairo and the U.S.

July 2000 to August 2000 – Present MOEFT commercial office work plans to Minister. Work with offices to implement programs and activities in work plans. Begin updating of website. Evaluate May and June briefings. Present September to December 2000 monthly briefing programs to Minister.

September 2000 – Monthly briefing in Washington. Update website. Travel to Commercial Offices to continue implementation of new programs in work plans.

October to December 2000 – Hold monthly briefings in Washington or other cities. Hold workshop for commercial office officials to compare and coordinate work plans. Update website and evaluate whether to add components, as suggested above. Review progress and begin planning for 2001. Other activities to be determined.

IV. Compensation and Staffing

In order to have a fully operational **Initiative** with the components suggested in this proposal, the Ministry shall pay to GKMG \$15,000 per month from April 1, 2000 to June 30, 2000 and then \$ 20,000 per month from July 1, 2000 to March 31, 2001. This payment will include activities for **Section II.A - Egypt, Inc. Monthly Briefing Program**; for working with GKMG personnel and/ or a website company on development of **Section II.B - Egypt Inc.com**; and for activities for **Section II.C - Enhancement of the Trade Promotion Program**, exclusive of the development of any publications.

Payment for the first six months, in the amount of \$ 105,000, will be made upon signing of this Agreement. Thereafter, payments will be made monthly, and will be payable on the first day of each month.

From our preliminary research, we believe that the development of a website would be an additional approximately \$ 100,000 - \$ 120,000 for design and development and then \$ 5-10,000 per month for updating and upkeep.

V. Expenses

In addition to the monthly retainer and other fees, the Ministry will be responsible for all out-of-pocket costs and incidental expenses. Such costs and expenses would include telephone charges, travel and accommodation expenses (to be agreed upon in advance by the Minister and GKMG), research materials and services, and other similar costs.

VI. Term of Agreement

This Agreement will be in effect for an initial twelve-month period, from April 1, 2000 to March 31, 2001, renewable by mutual consent of the parties for a second twelve-month period. After the initial six month period of this Agreement, either party may terminate the Agreement, with or without cause, by giving sixty (60) days written notice to the other party. In the event of such termination, all compensation and expenses owed through the last month in which actual termination takes place will be paid. All payments will be wired to GKMG Consulting Services, Inc., Bank of America, Account Number 004119616132.

VII. Confidentiality

The parties hereto this Agreement warrant that each shall hold any information received from the other in strict confidentiality and shall not divulge any said confidential information to any other party except by court order or upon the express written consent of the other.

VIII. Miscellaneous

A. All notices and communication for GKMG should be sent to:

George Novak
GKMG Consulting Services, Inc.
1530 Wilson Boulevard
Fourth Floor
Arlington, Virginia 22209

Telephone: 703-312-9804
Fax: 703-516-2773

B. A contact person will be specified in the MOEFT for this Initiative.

C. This Agreement is a total and complete integration of all representations and agreements existing between GKMG and the MOEFT and supersedes any prior oral or written representations and agreements between them.

This Agreement consists of eight (8) clauses, including this one and has been executed in two (2) originals. No amendment of this Agreement shall be considered valid unless made in writing and signed by the parties hereto.

The Ministry of Economy and Foreign Trade

By:  _____

GKMG Consulting Services, Inc.

By:  _____

Agreed to and accepted this _____ day of _____, 2000.