

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

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 .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, 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 and Address of Registrant The 45 Group 2084 National Road Wheeling, WV 26003	2. Registration No. 0432
3. Name of Foreign Principal The Republic of Malaysia via the Godfrey Group, Ltd.	4. Principal Address of Foreign Principal Godfrey Group, Ltd. 43 Jalan Molek 2/3 Taman, Molek 8100 Johor Bahru, Malaysia Office of the Prime Minister Main Block, Perdana Putra Bld. Fed. Govt. Admin. Centre 62502, Putrajaya, Malaysia

5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- 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 (<i>specify</i>) _____ |
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant
 Office of the Prime Minister
- b) Name and title of official with whom registrant deals
 Prime Minister Dato' Sri Mohd Najib bin Tun Abdul Razak

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

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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.

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.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
May 19, 2017	Healy E. Baumgardner-Nardone, CEO	/s/ Healy E. Baumgardner-Nardone

eSigned

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

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. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for 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 the 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

The 45 Group

2. Registration No.

0432

3. Name of Foreign Principal

The Republic of Malaysia
via the Godfrey Group, Ltd.

Check Appropriate Box:

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.

Attached is a formal written contract between the the Godfrey Group, Ltd. and The 45 Group. While the activities of the registrant are in support of strengthening the relationship between the U.S. and the Republic of Malaysia, the foreign principal (the Republic of Malaysia) is not supervising, controlling, or financing the effort. The Godfrey Group, Ltd. is directing all activities. However, Malaysian government officials will be consulted and engaged in outreach efforts within the U.S.

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

The 45 Group will assist the foreign principal, the Republic of Malaysia via the Godfrey Group, Ltd., with government relations and public relations services.

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.

The 45 Group will assist the Republic of Malaysia via the Godfrey Group, Ltd. with arranging meetings between U.S. government officials and Malaysian officials and advocating on strengthening relations between the U.S. and the Republic of Malaysia. The 45 Group will also assist the Republic of Malaysia via the Godfrey Group, Ltd. with coordinating public relations efforts.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
May 19, 2017	Healy E. Baumgardner-Nardone, CEO	/s/ Healy E. Baumgardner-Nardone eSigned

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.

AGREEMENT

This agreement (the "Agreement") is entered into by and between:

GODFREY GROUP LIMITED, a company organized and existing under the laws of the British Virgin Islands, having its registered office at 42 Jalan Molek 2/3, Taman Molek, 81100 Johor Bahru, Malaysia (hereinafter the "Principal");

AND

THE 45 GROUP LLC, a company organized and existing under the laws of the United States of America, having its registered office at 2084 National Road, Wheeling, West Virginia 26003 (hereinafter the "Business Adviser");

The Principal and the Business Adviser, hereinafter referred to individually as a "Party" and collectively as the "Parties," state as follows:

- I. **Obligations of Business Adviser:** Business Adviser agrees to assist Principal in strengthening bilateral relations between Malaysia and the United States. Business Adviser agrees to provide such services as may be instructed by Principal from time to time and as mutually agreed to by the Parties. The Parties agree that some services may require filing under the Foreign Agents Registration Act (FARA).

Obligations of Principal: In consideration of Business Adviser's services, Principal agrees to compensate Business Adviser as follows, Twenty Five Thousand (\$25,000) dollars per month, payable in advance on the first day of each month.

II. **Termination:**

- a. Each Party may terminate this Agreement as of right, if:
- i. the other Party commits a breach of any term or condition of this Agreement and, if the breach is capable of remedy, fails to remedy the same within thirty (30) calendar days after receipt of a prior notice setting out the nature of such breach and demanding the same to be remedied or
 - ii. the other Party commits a series of persistent minor breaches which, when taken together, amount to a material breach.
- b. The Principal may terminate this Agreement with immediate effect, as of right, without cause and prior notice in the following circumstances:
- i. Any unforeseen circumstance or any act of the any Government renders the continued performance of services impossible or inappropriate;
 - ii. The Business Adviser takes any corporate action or other steps for its winding up or dissolution, or applies for or is subject to the appointment of a receiver, trustee in bankruptcy or any similar measure, or ceases its activity.

- c. In addition to the foregoing, should this Agreement, the relationship created hereby or the performance hereof be determined to be contrary to the laws, rules or regulations of Malaysia or the United States, this Agreement shall terminate automatically on the date when such legislation or rules is (are) scheduled to become, or has (have) become, effective.
- d. In the event of termination, the terminating party shall notify the other party in accordance with Article VI of this Agreement (the "Termination Notice"). The Termination Notice shall identify the cause of termination, with reference to prior notice if any. Termination shall take effect on the termination date indicated in the Termination Notice.
- e. In the event of any termination pursuant to Articles III the Business Adviser shall be entitled to payment of all services duly performed through the effective date of termination of this Agreement, prorata temporis. The Parties hereby acknowledge that such payment received by the Business Adviser shall constitute full settlement of any and all claims of the Business Adviser against the Principal and that no additional compensation or indemnification whatsoever may be claimed by the Business Adviser on the basis of such termination.

III. Governing Law: The construction, interpretation, and performance of this Agreement shall be governed by the laws of the United States, the extent that Singapore law governs the activities performed by the Business Adviser – in which case those laws will apply.

IV. Dispute Resolution: All disputes arising in connection with this Agreement shall be settled by binding arbitration in accordance with the arbitration rules of the American Arbitration Association by three arbitrators appointed in accordance with the said rules. The place of arbitration shall be Washington, DC.

V. Notices: Any notice under this Agreement sent by one Party to the other shall be in writing and shall be sent by first class mail using recorded delivery to the address set out below. Neither email nor facsimile transmission is an acceptable means of sending notices.

- a. Notices to the Principal shall be addressed to:

Godfrey Group Limited
42 Jalan Molek 2/3
Taman Molek
81100 Johor Bahru, Malaysia

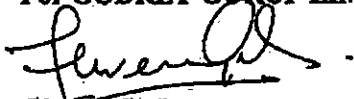
Phone: +60 7357 6899

b. Notices to the Business Adviser shall be addressed to:


The 45 Group LLC
2084 National Road
Wheeling, West Virginia
26003 United States of America
Phone: 202 262 4620

If either Party changes its address, it shall advise the other Party in writing and any notice thereafter required to be given shall be sent to such new address.

For GODREY GORUP LIMITED:


Name: Florence Goh
Title: Director

FOR THE 45 GROUP LLC:


Name: Healy E. Baumgardner
Title: CEO