

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

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 Grace W. Dzidzienyo	2. Registration No. None 5596
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3. Name of foreign principal The Devcon Group	4. Principal address of foreign principal Posta Sacco Plaza-12th Fl. P.O. Box 52542 Nairobi 00100 Kenya East Africa
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5. Indicate whether your foreign principal is one of the following:

Foreign government

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 checked="" type="checkbox"/> Other (specify): <u>The Devcon Group Limited</u>

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.
N/A

b) Name and title of official with whom registrant deals.
N/A

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

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

The Devcon Group Limited is a design, development, construction and financial firm based in Nairobi, Kenya. It is comprised of professionals with years of experience in commercial real estate, site selection, land assemblage, architecture, engineering, project management, fiscal projection, financial structuring and placement, property management and building maintenance.

b) Is this foreign principal

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

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.

The Devcon Group Limited is owned and controlled by Mr. David N. Muthoga.

Date of Exhibit A	Name and Title	Signature
January 1, 2004	Grace W. Dzidzienyo, President/CEO Enyo International	

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. 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	2. Registration No.
Grace W. Dzidzienyo	None
3. Name of Foreign Principal	
The Devcon Group	

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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.

Grace W. Dzidzienyo (Enyo International) will serve as an agent for The Devcon Group in an effort to identify investors for project(s) in Kenya and other East African countries. Once investors have been confirmed to finance the project(s), Enyo International will receive a commission.

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

Enyo International (Enyo) will meet with lenders/investors and present loan/investment Placement Memorandum prepared and provided to Enyo by The Devcon Group. Enyo will receive, review and recommend to The Devcon Group offers that appear to be in the project's best interest. With The Devcon Group's written consent, Enyo will negotiate a funding contract on the Devcon Group's behalf based on the recommended offers. Enyo will also assist in the funding contract's closing process.

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.

Date of Exhibit B	Name and Title	Signature
January 1, 2004	Grace W. Dzdziwno, President/CEO Enyo International	

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.

COMMISSION, CONFIDENTIALITY AND NON CIRCUMVENTION AGREEMENT

This Commission, Confidentiality and Non Circumvention Agreement, hereinafter referred to as "Agreement" is by and between, The Devcon Group Limited, hereinafter referred to as "The Devcon Group" and Enyo International hereinafter referred to as "Enyo."

WHEREAS, the Parties hereto desire to engage in certain business arrangements together; and

WHEREAS, the Parties hereto acknowledge that certain confidential and proprietary information must be exchanged between the Parties to conduct said business; and

WHEREAS, Enyo has certain skills and contacts within the investment and lending communities in the United States; and

WHEREAS, The Devcon Group desires to utilize the skills and contacts of Enyo in connection with its activities; and

WHEREAS, upon execution of this Agreement, each party will grant the other access to the proprietary and confidential information in return for the other party's promise of confidentiality and non circumvention.

THEREFORE, in consideration of the limited disclosure of the proprietary and confidential information, the agreement not to disclose or circumvent and other good and valuable consideration, Enyo and The Devcon Group agree as follows:

1. PLACEMENT SERVICES.

A. Enyo will meet with lenders/investors and present the Loan/Investment Placement Memorandum prepared and provided to Enyo by The Devcon Group.

B. Enyo will receive, review and recommend to The Devcon Group offers that appear to be in the project's best interest.

C. With The Devcon Group's written consent, Enyo will negotiate a Funding Contract on The Devcon Group's behalf based on recommended offers.

D. Enyo will assist in the Funding Contract's closing process.

2. PLACEMENT FEES, COSTS & TERMS.

A. The Devcon Group shall pay a Placement Fee of 2.5% of the funding amount agreed to be made including any subsequent increases in said funding ("Placement Fee") upon Enyo producing a qualified investor or lender ready, able and willing to loan and/or invest either on the terms set forth herein or upon such other terms are acceptable to The Devcon Group.

B. The Devcon Group shall pay the Placement Fee in full at the same time said financing or any portion thereof is disbursed/funded by the lender(s)/investor(s).

This Agreement shall represent valid instruction to the lender(s)/investor(s), closing agent and/or escrow agent and hereby authorizes and instructs lender(s)/investor(s), closing agent to pay the Placement Fee to Enyo from the funding amount allocated to The Devcon Group without their receipt of any additional instructions from The Devcon Group.

C. In the event the funding is not closed due to the refusal or failure on the part of The Devcon Group to go forward after its/his/her acceptance of the loan, investment or the other financing commitment from lender(s)/investor(s), the Placement Fee shall become immediately due and payable in full.

D. Provided the Expense Budget shall be approved in writing by The Devcon Group prior to any expenditure, The Devcon Group shall reimburse expenses in Enyo's Expense Budget for the carrying out of the above objectives excluding materials required to be provided by The Devcon Group.

E. The Devcon Group shall act as trustee for the investment of the funds into the specified projects.

3. DURATION.

A. This Agreement shall be valid for a period of one (1) year from the date of commencement and shall commence immediately upon execution of this Agreement by both parties.

B. In the event a Project is funded within 180 days of termination of this Agreement by a Lender/Investor to whom Enyo presented a Devcon Group Loan/Investment Placement Memorandum or Enyo otherwise introduced the Lender/Investor to The Devcon Group then Enyo will be entitled to the commission set forth under this Agreement.

C. The Devcon Group acknowledges, agrees and understands that Enyo has not offered, communicated or represented any guarantee or warranty whatsoever regarding the procurement of financing or the successful outcome of this agreement. Furthermore, The Devcon group affirms that no such warranty or guarantee exists in writing or orally or has been relied on by The Devcon Group. The Devcon Group is solely responsible for all necessary due diligence to any and all transactions that may arise out of this Agreement, including, but not limited to the review, investigation and selection of any lender(s)/investor(s) contemplated herein. This Agreement acknowledges that Enyo is indemnified with regard to any untoward actions on the part of the lender(s)/investor(s), The Devcon Group or third parties concerning financing of The Devcon Group's project.

4. CONFIDENTIAL AND PROPRIETARY INFORMATION.

A. The term "Confidential Information" means any oral or written information or material which is proprietary and confidential to one of the parties, whether or not owned or developed by such disclosing party, which is not generally known other than by such disclosing party and which the other party obtains, directly or indirectly, from

such disclosing party relating to the such disclosing parties' operations, transactions and business dealings, contracts and other information.

B. The "Confidential Information" includes, but is not limited to the following: Business records and plans, technical information, contacts, customers, pricing structure, cost information, source and/or object code, trade secrets, products, product design information, discounts, computer programs and listings, copyrights, inventions and other intellectual property rights and other confidential information relevant to the proposed Project and The Devcon Group's and Enyo's respective operations, transactions and business dealings.

C. The obligation of confidentiality shall cease with respect to "Confidential Information" which:

i. was known to the non-disclosing party at the time it was disclosed by the other party; or

ii. was in the public domain at the time it was disclosed by either party; or

iii. is or becomes publicly known through no wrongful act of the non-disclosing party receiving such confidential information; or

iv. is approved for release by specific prior written authorization by an officer of the disclosing party; or

v. is required by operation of law; or

vi. becomes known without breach of this Agreement.

D. The party receiving such confidential information has the burden of establishing the forgoing exceptions, and must do so using written documentation.

5. **ACCESS.** Access to the "Confidential Information" is allowed for the sole and limited purpose of obtaining funding for The Devcon Group's development projects.

6. **PROTECTION OF CONFIDENTIAL INFORMATION.** The parties understand and acknowledge that each party has developed or obtained the "Confidential Information" by the investment of significant time, effort and expense, which is a valuable, special and unique asset of the particular party and which provides such party with a significant competitive advantage.

A. The parties shall take all reasonable measures to insure the security of the "Confidential Information" and shall take every reasonable precaution to safeguard and treat the "Confidential Information" as confidential and proprietary.

B. All disclosed "Confidential Information" shall remain in the possession of the party receiving such "Confidential Information" and all "Confidential Information" shall be immediately returned to the disclosing party upon the disclosing party's request.

C. Safeguarding the "Confidential Information" shall include but not limited to: retaining the "Confidential Information" in the possession of the party receiving such "Confidential Information"; tight physical security; appropriate action by instruction, agreement or notice to its Directors, Officers, Agents and Employees of the confidential and proprietary nature of the "Confidential Information"; limiting access to a "need to know" basis; marking documents "Confidential"; locking files at night; and other similar precautionary measures.

7. NON-DISCLOSURE AND NON-USE.

A. The party receiving the "Confidential Information" shall not, directly or indirectly, disclose, publish or reveal any "Confidential Information" received from the other party to any other person or entity without the prior written consent of the disclosing party.

B. The party receiving the "Confidential Information" shall not, directly or indirectly, make use of the "Confidential Information" that it receives or has received from the other party other than for the limited purpose for which such "Confidential Information" has been disclosed.


8. NON CIRCUMVENTION. Without the written consent of the other party, neither party will have any discussions, correspondence, or other contact with any employee, representative or agent of the other party or companies disclosed by the other party for involvement in the Funding Project, and will direct all inquiries related to the Funding Project to the other party. The parties agree that neither shall in any way participate in the Funding Project in a manner whereby the other party shall not receive an amount equal to the compensation which it should receive under this Agreement with any other party involved in the Funding Project. Similarly, the parties shall not allow any representative, affiliates, related parties or clients to violate with this provision. The term Funding Project for purposes of this provision shall be broadly construed to avoid any circumvention of the provisions of this Agreement.

9. UNAUTHORIZED USE AND INDEMNIFICATION. The parties acknowledge that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the other party and are considered by the parties to be reasonable for such purpose. The parties acknowledge that breach of this Agreement or threatened breach will result in irreparable injury to the other party and that the other party will be entitled to all remedies available in law and equity. In addition to any other remedies available to the other party at law or equity, the other party may (i) enjoin the breaching party from any breach of this Agreement without the need to post a bond or other security and/or (ii) obtain from the breaching party any sums or other value received by the breaching party (or any of its representatives, affiliates, related parties or clients) arising from a breach of this Agreement. In connection with any action by the other party or its designees to enforce its rights under this Agreement or in collection actions arising therefrom, the other party shall be entitled to recover its attorney's fees and costs from the breaching party, who agrees to indemnify the other party for all such losses.


10. **GENERAL PROVISIONS.** This Agreement contains the entire agreement of the parties, superseding any and all prior or contemporaneous oral or written representations, communications, understandings or agreements with regard to the subject matter of this Agreement. Any amendment or modification to this Agreement must be in writing and signed by both parties. This Agreement shall be governed, construed and enforced under the laws of the State of North Carolina and any dispute arising under this agreement shall be instituted in a Court of law in North Carolina. This Agreement is not assignable by either party. The parties expressly agree that the Convention of the International Sale of Goods (CISG) is not applicable to this Agreement. Each party acknowledges that this Agreement is a valid and binding obligation, and that it has been executed by an authorized representative.

This the 23 day of December of 2003.

Enyo International

By: 
Grace Dzidzianyo

The Devcon Group

By: 
DAVID NDUU NUTHOLA