

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 Goodworks International, LLC 303 Peachtree Street, N.E., Suite 4420 Atlanta, GA 30308	2. Registration No. 5414
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3. Name of foreign principal Republic of Cote d'Ivoire	4. Principal address of foreign principal Presidency of the Republic Cote D'Ivoire 01 B.P. 1354 Abidjan 01
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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:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- 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. Office of the President
- b) Name and title of official with whom registrant deals. Mme. Sarata Ottro Zirigno-Toure
Deputy Chief of Staff

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

8. If the foreign principal is not a foreign government or a foreign political party, N/A

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.)

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
	Carlton A. Masters President and CEO	

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 Goodworks International, LLC	2. Registration No. 5414
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3. Name of Foreign Principal
The Republic of the Cote d'Ivoire

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.

Goodworks International, LLC, will advocate and represent the Republic of Cote d'Ivoire's interests before the United States Administration and Congress, as well as promote the country before the business community.

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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.

Lobbying U.S. congressional officials and meeting with U.S. business leaders to advance the interest level in trade and commerce, work in close collaboration with the U.S. Government to make the Cote d'Ivoire the focus of their foreign policy towards Africa.

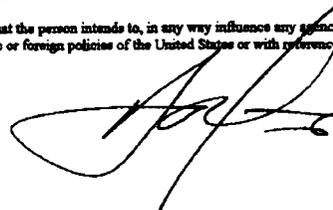
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

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.

Lobbying U.S. congressional officials and meet with U.S. business leaders to promote the interests in trade and commerce, work in close collaboration with the U.S. Government to make the Cote d'Ivoire the focus of their foreign policy towards Africa.

Date of Exhibit B	Name and Title Carlton A. Masters President and CEO	Signature 
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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 interests, policies, or relations of a government of a foreign country or a foreign political party.



REPRESENTATION AGREEMENT

By and Between

GOODWORKS INTERNATIONAL, LLC

And

The Republic of Côte d'Ivoire

Dated as of June 18, 2002

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1.0 PROJECT SUMMARY

GoodWorks International, LLC (GoodWorks) seeks to enter into a one year Agreement with the Republic of Côte d'Ivoire (CDI) to advocate and represent its interest before the United States Administration and Congress. Also, GoodWorks will promote Côte d'Ivoire before the US business community thereby further exposing US businesses to investment opportunities in Côte d'Ivoire. The representation services (Services) are designed to increase initiatives that result in a favorable policy environment as it relates to Côte d'Ivoire, thus further strengthening the public relations and perception of Côte d'Ivoire. The Services will also include specific tasks at the request of Côte d'Ivoire, whenever necessary.

2.0 REPRESENTATION OBJECTIVES

GoodWorks will provide a multi-dimensional representation, which combines national level advocacy, capacity building of the CDI government officials, state and private visits of the President and Prime Minister of Côte d'Ivoire to the US, policy analysis, interpretation and harmonization, business development and promotion, and public relations.

3.0 RATIONALE AND NEED FOR REPRESENTATION

- 3.1 Research shows a strong correlation between regions in the world which continuously receive favorable economic and political treatment from the US, and effective advocacy from entities which access and lobby the Executive and Legislative branches of the US Government. Historically, effective advocacy before these bodies generates substantial interest in a particular matter, requiring members of the US Congress and the US Administration to respond favorably to such advocacy. Countries without strong advocacy in the US have been ineffective in convincing Congress or the Administration to adopt legislation or policies favorable to them, thus resulting in less favorable or limited public relations and policy targeted towards them. GoodWorks can work to sustain and strengthen Côte d'Ivoire's image through effective representation of Côte d'Ivoire's interests in the US.
- 3.2 The need to enhance Côte d'Ivoire's image in the US and elsewhere is directly linked not only to the above-stated rationale, but also relates to the need to boost investor confidence in Côte d'Ivoire. Without a positive image to convince US businesses of the positive results from tireless efforts by the CDI Government to overcome terrorism, adverse economic, political and social problems, and improve the overall situation in Côte d'Ivoire, much needed investment capital from the US, from private businesses, state funding agencies and/or international financial institutions, would be diverted elsewhere.

4.0 REPRESENTATION SERVICES

In furtherance of the duties described herein, GoodWorks International shall use best efforts and good faith to serve the Government of Côte d'Ivoire and shall devote all necessary required business time to the representation of Côte d'Ivoire in the US. GoodWorks shall carry out all activities required for the Legislative, Executive and business development representation of Côte d'Ivoire, including but not limited to the following "Services":

- 4.1 Coordinating, with the Embassy of Côte d'Ivoire, visits of the Gbagbo Administration, by arranging for meetings with key individuals at the US Executive and Legislative levels, and with strategic corporate leaders;
- 4.2 Coordinating trade missions to and from Côte d'Ivoire with US and CDI business concerns;
- 4.3 Fostering and promoting increased bilateral trade initiatives and missions between the US and Côte d'Ivoire and fostering investments by US firms in Côte d'Ivoire;
- 4.3 Encouraging US firms to take advantage of the administrative reforms implemented by the Gbagbo Administration, notably the removal of bureaucratic obstacles which interfere with investment and initiatives
- 4.4 Harmonizing US legislative and trade policies that directly affect Côte d'Ivoire, and providing guidance to CDI officials as relates to proper interpretation, implications and implementation of US policies. Ensure harmonizing trade practices of the US and CDI governments and businesses, to increase Côte d'Ivoire's exports to the US as well as encourage US businesses to invest in Côte d'Ivoire;
- 4.5 Through the legislative process, cause a change of attitudes and policies towards Côte d'Ivoire. In addition to using its own skills and resources, GoodWorks will work with the various advocacy groups in Washington DC to undertake proactive steps to advocate on behalf of initiatives for Côte d'Ivoire;
- 4.6 Working towards strengthening the capacity of institutions in the US on how best to plan and implement sustainable initiatives and projects for the improvement of US policy toward Côte d'Ivoire;
- 4.7 Engaging actively in enhancing the public image of Côte d'Ivoire in the US by careful monitoring of media reports on Côte d'Ivoire and countering negative information with positive responses. GoodWorks' mission is to enhance the domestic (US) and international image of Côte d'Ivoire. Consistent with the goal of enhancing Côte d'Ivoire's-US and international public image, GoodWorks' representation will assist the CDI Ambassador and Embassy staff with any and all matters related to public relations and legislation, including

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where necessary, preparing testimony, legislative briefings, review of correspondence to congressional members, editorials, opinion papers, press releases, etc.

- 4.8 Actively engage in executing Specific Projects that fall within the scope of Côte d'Ivoire's immediate concerns, as well as other projects at the request of Côte d'Ivoire, whenever necessary.

5.0 SPECIFIC PROJECTS

In light of the above, GoodWorks will focus particular effort towards following specific projects, which GoodWorks considers to be of high-level interest and immediate importance to Côte d'Ivoire as a whole:

- 5.1 Work in close collaboration with the U.S government, including the White House and Congress to make Côte d'Ivoire the focus of their foreign policy towards Africa. In that regard, GoodWorks will implement a strategy that would bring worldwide attention to the monumental significance of Côte d'Ivoire's transfer of power and restoration of democratic institutions; and
- 5.2 Provide guidance to CDI Government officials on the Africa Growth and Opportunity Act. Such guidance will also focus on assisting the CDI Government officials and business community, to attain full understanding of the terms of the Act and how best to maximize the advantages it brings to Côte d'Ivoire; and
- 5.3 Stimulate and strengthen relations between Côte d'Ivoire and the US private sector, through the Corporate Council on Africa, the US Chamber of Commerce, the US Corporate Council on Africa, the US Corporate Council on International Understanding and the Council on Foreign Trade; and
- 5.4 Mediate and influence, in favor of Côte d'Ivoire, the US position at the EU, the Pacific Rim and other regional trading blocks any trade wars between members of WTO and the Republic Of Côte d'Ivoire.
- 5.5 Provide guidance and bring the Treasury, Commerce and State Departments as well as other major US agencies on the same footing about the economic benefits that the HIPC offers US business interest; and
- 5.6 Positively influence, in favor of the CDI, the US position at the World Bank, the Paris Club, The International Monetary Fund, through the Treasury Department, USAID among other agencies to adopt aggressive debt reduction strategies.

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6.0 SCOPE OF AGREEMENT

This Agreement covers all Government Relation Services offered by GoodWorks for Côte d'Ivoire.

- 6.1 Subject to the terms and conditions set forth in this Agreement, Côte d'Ivoire hereby designates GoodWorks International, LLC as its representative in the United States before the Executive and Legislative branches of the US Government, and GoodWorks hereby accepts such designation.
- 6.2 GoodWorks shall not be designated as an employee of Côte d'Ivoire in any fashion, whether the contrary may be applied or apparent. GoodWorks shall serve only as an agent of Côte d'Ivoire to only represent its interests before the Executive and Legislative branches of the US as well as assist in Côte d'Ivoire's public relations image, and to perform all other obligations set forth herein.

7.0 TERM, TERMINATION AND RENEWAL

The term of this Agreement shall be one (1) year, commencing on the date of signing of this Agreement and ending one year thereafter. Termination notice shall be given by either party, two (2) months prior to the termination date. Renewal notice of this Agreement shall be provided to GoodWorks by Côte d'Ivoire one (1) month prior to the date that termination notice will be given. Renewal of this Agreement is subject to the discretion of Côte d'Ivoire. If no renewal notice is provided by Côte d'Ivoire to GoodWorks within the proscribed period, this Agreement shall be automatically renewed for one (1) additional year.

8.0 LIMITATIONS AND DISCLOSURE

- 8.1 GoodWorks International shall not enter into any agreement, contract or arrangement with any other government or governmental representative without prior notification and approval by the Government of Côte d'Ivoire, if it appears that a conflict of interest could arise from such representation. In addition, GoodWorks shall not enter into any agreement with any person, firm or corporation, or other enterprise imposing any legal obligation or liability of any kind on Côte d'Ivoire;
- 8.2 GoodWorks will not transfer, assign or pledge this Agreement or any part thereof or interest therein without first obtaining the prior written consent of Côte d'Ivoire.

9.0 REPORTS AND DOCUMENTATION

GoodWorks shall provide Côte d'Ivoire with monthly/periodic written activity reports on the status of or current legislation directly or indirectly impacting Côte d'Ivoire as well as Executive guidelines and policies directly or indirectly affecting Côte d'Ivoire. These monthly updates will include, at a minimum, background information on the issue(s), current Administration or Congressional position, amount of support/opposition and from whom, and analysis and suggested course of action Côte d'Ivoire may wish to pursue. If the situation dictates, GoodWorks will provide oral updates of the legislation and pending actions, followed by memorialization. Also, these monthly reports will analyze business investment opportunities and activities between the US and Côte d'Ivoire.

10.0 CONFIDENTIAL DATA AND INFORMATION

GoodWorks acknowledges and agrees that data and information, including state secrets, trade secrets, know-how or other confidential information relating to the services GoodWorks provides to Côte d'Ivoire is the property of Côte d'Ivoire. GoodWorks agrees to keep in confidence all data and information received directly or indirectly from Côte d'Ivoire, not to disclose such data and information to anyone except if specified (in writing or otherwise) by Côte d'Ivoire, and to use such data and information for the sole purpose of fulfilling GoodWorks' obligations under this Agreement. GoodWorks further agrees to abide by any instructions from Côte d'Ivoire concerning disclosure of such data and information.

11.0 GOODWORKS WARRANTY

GoodWorks International covenants and warrants the following:

- 11.1 As representative for Côte d'Ivoire, GoodWorks is and will remain legally competent to perform its obligations under the laws of the District of Columbia and the Commonwealth of Virginia;
- 11.2 Will refrain from any act or omission which might prejudice its qualifications to act as representative of Côte d'Ivoire;
- 11.3 Has sufficient knowledge and experience in representing principals before the Executive and Legislative branches of the US Government; and
- 11.4 Has sufficient knowledge and experience in international business development matters.



12.0 DUTIES OF CÔTE D'IVOIRE

- 12.1 Côte d'Ivoire agrees to provide GoodWorks with the necessary technical support for the successful representation, including but not limited to, copies of relevant documents needed to support particular positions, access to embassy personnel, particularly the Ambassador, Chargé d'Affaires, and other logistical support facilitating such representation.
- 12.2 Côte d'Ivoire agrees to effectively communicate with GoodWorks on matters of concern regarding issues that may affect the representation of Côte d'Ivoire by GoodWorks.

13.0 COMPENSATION AND FEES

13.1 Côte d'Ivoire agrees to pay and GoodWorks agrees to accept compensation for its services under this Agreement, not to exceed a total of ^{US\$500,000} ~~US\$1,000,000~~ (one million dollars US\$). Upon signing of this Agreement, GoodWorks and Côte d'Ivoire hereby agree that compensation to be provided to GoodWorks for the initial period of one (1) year of Services is as follows:

- Initial Retainer.....US\$100,000 US \$ 90,000 *OK*
- Monthly Retainers.....US\$30,000 US \$ 20,000

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13.2 GoodWorks' representation of Côte d'Ivoire for the initial period of one (1) year, will commence upon execution of this engagement letter. The Services shall commence upon receipt of US\$110,000 as the Initial Payment, which represents payment of the Initial Retainer of ~~US\$100,000~~ ^{US\$90,000}, plus the first monthly retainer of ~~US\$30,000~~ ^{US\$20,000} for the Services to be provided under this Agreement. GoodWorks and Côte d'Ivoire agree that the Initial Retainer will be supplemented by 12 (twelve) monthly installments of ~~US\$30,000~~ ^{US\$20,000}, due and payable every thirty (30) days to the account indicated below or to any other account designated by GoodWorks.

13.3 In addition to payment of fees for the Services, Côte d'Ivoire shall reimburse GoodWorks for all reasonable expenses, as pre-approved by Côte d'Ivoire. GoodWorks expects to incur out-of-pocket expenses in connection with this representation, which may include long distance telephone charges, postage, telecopy charges, copying costs, travel expenses and third party services. GoodWorks shall present Côte d'Ivoire with an invoice containing a complete account of such expenditures and all reasonable documentation as may be required by Côte d'Ivoire in connection therewith. Côte d'Ivoire agrees to reimburse GoodWorks for all such expenses separately, and payable to the bank account indicated below or any other bank account designated by GoodWorks.

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13.4 If this Agreement is terminated contrary to the terms stipulated in item 7 of this document, without a new Agreement between Côte d'Ivoire and GoodWorks, GoodWorks shall be entitled to the equivalent of two (2) monthly payments as damages for the breach of this Agreement.

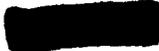
14.0 BANK ROUTING INFORMATION:

All payments of fees and expenses, including the Initial Retainer, the monthly retainer fees and the expense escrow amount should be remitted via wire transfer to the account set forth below:

 Name of Account: GoodWorks International, LLC
303 Peachtree St., NE
Suite 4420
Atlanta, GA 30308

Bank Name: Bank of America, U.S.A.

Account Number: 

Bank Routing Number: 

Bank Contact: Lisa Keller, Vice President
Corporate & Executive Banking
Bank of America, N.A.
600 Peachtree Street
20th Floor
Atlanta, GA 30308

Tel: (404) 607-5894
Fax: (404) 607-5000



15.0 SIGNATURES

IN WITNESS WHEREOF, GoodWorks International and the Republic of Côte d'Ivoire have executed this Agreement as of the day and year set forth below.

GOODWORKS INTERNATIONAL LLC

GOVERNMENT OF CÔTE D'IVOIRE

By: [Signature]
Name: CARLTON A. MASTERS
Title: PRESIDENT & CEO
Date: August 20/2002

By: [Signature]
Name: S. Otho Ziguin-TOURE
Title: Direct Adjt Cabinet PR
Date: 23 Aug 02



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