

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 The Whitaker Group, LLC 1725 I Street, NW, Suite 300 Washington, D.C. 20006	2. Registration No. 5539
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3. Name of foreign principal The Government of Ghana	4. Principal address of foreign principal The Government of Ghana Ministry of Finance P.O. Box M40 Accra, Ghana
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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 type="checkbox"/> Other (specify) _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant. Government

b) Name and title of official with whom registrant deals. Yaw Osafu-Maafa, Minister of Finance

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,

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.

Date of Exhibit A	Name and Title	Signature
March 31, 2003	President + CEA	

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.

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1. Name of Registrant The Whitaker Group	2. Registration No. 5539
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3. Name of Foreign Principal
The Government of Ghana

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.
Representational and Trade and Investment Promotional Services before the U.S. Government including but not limited to influencing policies and promoting the interests of the Government of Ghana in the U.S. in compliance with the U.S. laws and regulations pertaining to political activities.

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

Representational and Trade and Investment promotional Services before the U.S. Government including but not limited to influencing policies and promoting the interests of the Government of Ghana in the U.S. in compliance with the U.S. laws and regulations pertaining to political activities.

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.

Representational and Trade and Investment promotional services before the U.S. Government including but not limited to influencing policies and promoting the interests of the Government of Ghana in the U.S. in compliance with the U.S. laws and regulations pertaining to political activities.

Date of Exhibit B March 31, 2003	Name and Title President + 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.

Consulting Agreement Between
Government of Ghana
And The Whitaker Group, LLC

This Agreement, by and between Government of Ghana and The Whitaker Group, LLC, 1725 I Street, NW, Washington, District of Columbia, USA 20006, is effective upon signature of both parties.

In this Agreement, the party who is contracting to receive services shall be referred to as "The Government of Ghana," and the party who will provide the services shall be referred to as "The Whitaker Group LLC."

The Whitaker Group has extensive experience and expertise in trade and investment consulting and facilitation and is willing to provide services to the Government of Ghana based on this background and expertise. The Government of Ghana desires to have services provided by The Whitaker Group LLC.

Therefore the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on 17th March, 2003 The Whitaker Group will provide the following services (collectively the "Services"): Design and implement trade and investment promotion strategies for the Government of Ghana. Advise and assist the Government of Ghana to expand exports and attract investors. Promote trade and investment opportunities in Ghana to the business community in the United States and facilitate business linkages between Ghana and the United States. Design and implement media and public relations strategies to educate U.S. investors and U.S. government decision-makers about economic progress and opportunities in Ghana.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by the Whitaker Group LLC shall be determined by the Whitaker Group LLC. The Government of Ghana will rely on the Whitaker Group LLC to work as many hours as may be reasonably necessary to fulfill the Whitaker Group LLC's obligation under this Agreement. Provided that Government of Ghana shall be permitted to request for the delivery of specific services as may be required from time to time.

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3. DURATION. This Agreement is effective for 12 months (one year), from 17th March, 2003. The Agreement can be renewed in subsequent years upon concurrence by both parties.

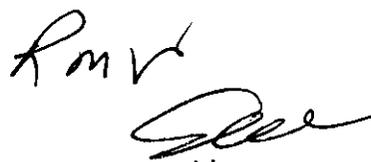
4. PAYMENT. The Government of Ghana will pay a retainer/fee to The Whitaker Group for the Services based on twenty-five thousand U.S. dollars (\$25,000) per month. This fee shall be payable in three installments of \$USD 100,000. The Whitaker Group will provide quarterly progress to the Government of Ghana. The first installment will be paid on the delivery of an acceptable synopsis of the trade and investment promotion and media and public relations strategies under the agreement. The program shall be complete with benchmarks to enable evaluation of the services. The second installment of USD \$100,000 will be paid by GOG upon receipt of a quarterly progress report from the Whitaker Group. The third installment of USD \$100,000 will be paid by GOG upon receipt of a quarterly progress report from the Whitaker Group.

5. EXPENSE REIMBURSEMENT. The Whitaker Group LLC shall be entitled to reimbursement from the Government of Ghana for all "out-of-pocket" expenses. "Out-of-pocket" expenses to be incurred by the Whitaker Group LLC must be approved by the Government of Ghana. Out-of-pocket expenses not approved by the Government of Ghana will not be reimbursed.

6. TERM/TERMINATION. This Agreement may be terminated by either party upon sixty days written notice to the other party. Termination under this clause shall not affect the accrued rights of the parties"

7. RELATIONSHIP OF PARTIES. It is understood by the parties that The Whitaker Group LLC is an independent contractor with respect to the Government of Ghana, and not an employee of the Government of Ghana. The Government of Ghana will not provide fringe benefits, including health benefits, paid vacation, or any other employee benefit, for the benefit of The Whitaker Group LLC.

8. EMPLOYEES. The Whitaker Group LLC's employees, if any, who performs services for the Government of Ghana under this Agreement shall also be bound by the provisions of this Agreement.



9. ASSIGNMENT. The Whitaker Group LLC's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of the Government of Ghana.

10. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents.

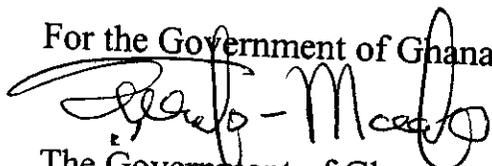
a. The Whitaker Group does not personally hold any interest in Intellectual Property.

b. Any Intellectual Property items developed by The Whitaker Group LLC during the term of this Agreement shall be the property of the Government of Ghana.

11. RETURN OF RECORDS. Upon termination of this Agreement, The Whitaker Group LLC will deliver all records, notes, data, memoranda, models and equipment of any nature that are in The Whitaker Group LLC's control and that are The Government of Ghana's property related to the Government of Ghana's business.

12. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the Government of Ghana:



The Government of Ghana



For The Whitaker Group LLC

1725 I Street, NW, Suite 300

Washington, D.C. USA 20006

Such address may be changed from time to time by either party by providing written notice to the other in the aforementioned manner.

13. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.



14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

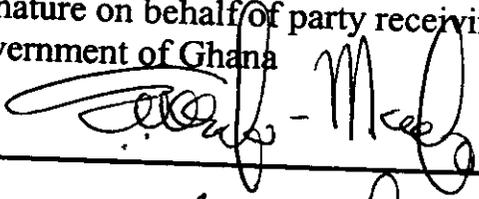
15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. APPLICABLE LAW. This Agreement shall be governed by the laws of the District of Columbia, USA

17. ARBITRATION. The Parties shall endeavour to settle all disputes or differences relating to this agreement by amicable negotiations.

SIGNATURES.

Signature on behalf of party receiving services:
Government of Ghana



X _____
Date 11th March, 03

Signature on behalf of party providing services:
The Whitaker Group LLC



_____ Date 11 March 03