

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

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.

*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 AE Agritrade	2. Registration No. 6016
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3. Name of foreign principal Comite de Gestion de la Filliere Cafe-Cacao (Cocoa and Coffee Board) of Ivory Coast	4. Principal address of foreign principal Abidjan, Cote d'Ivoire
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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): Foreign agency
- Individual-State nationality

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

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

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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.

Collection of duties, supervision and coordination of management practices of the cocoa and coffee industry.

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.)*

The Cocoa Board is supervised by the Ministry of Agriculture of Ivory Coast and financed by the collection of duties on sales of cocoa and coffee.

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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
January 14, 2011	Alphonso Michael Espy, President, AE Agritrade	

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.

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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, 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  
AE Agritrade

2. Registration No.

6016

3. Name of Foreign Principal  
Comite de Gestion de la Filiere Cafe-Cacao (Cocoa and Coffee Board) of Ivory Coast

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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.

N/A

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
Advisory services including lobbying, agricultural consultation, policy development and related professional services. Insulate cocoa and coffee industry from possible losses due to civil conflict.

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


Meetings with US, UN and NGO officials  
Meetings, discussions with news media  
Submission of opinion essays to news media  
Provide advise to Cocoa Board on policy reforms

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.

Urge US Government to investigate irregularities in the November 28 national elections in the Ivory Coast to reduce potential for civil conflict.

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Date of Exhibit B January 14, 2011	Name and Title Alphonso Michael Espy	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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.



**PROFESSIONAL SERVICES CONTRACT  
COMITE DE GESTION DE LA FILIERE CAFÉ CACAO  
(COCOA AND COFFEE REGULATORY BOARD)  
REPUBLIC OF COTE D'IVOIRE  
AND  
AE AGRITRADE, INC.**



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WHEREAS in furtherance of the advancement, and development of the coffee and cocoa industry in the Republic of Cote d'Ivoire (Ivory Coast) and the promotion of policies which will serve to the benefit of same; and

WHEREAS the cocoa and coffee industry of the Republic of Cote d'Ivoire is managed in the government sector by said Comite de Gestion de la Filiere Cafe Cacao (Coffee and Cocoa Regulatory Board, hereinafter CGFCC); and

WHEREAS the CGFCC wishes to retain consultants for the purpose of offering advisory services including lobbying, agricultural consultation, policy development and related professional services, and

WHEREAS the CGFCC has decided to retain AE Agritrade, Inc. an incorporated agricultural advisory firm, to deliver a program of professional services, said CGFCC contracts with AE Agritrade, Inc. according to the below terms and conditions, to-wit:

**1. PARTIES:**

- a. **Comite de Gestion de la Filiere Cafe Cacao** (hereinafter **CGFCC**), a duly constituted regulatory commission of the Republic of Cote d'Ivoire as patron and Party of the First Part;

b. **AE Agritrade, INC.**, an incorporated company registered in the State of Mississippi, USA, as consultant, and Party of the Second Part.

2. TERM: The term of this professional services contract is for a three (3) month course of work, beginning January 1, 2011, and ending March 30, 2011. Renewal of the contract shall be for a subsequent one year period pursuant to mutual agreement of the parties.

3. DUTIES:

a. AE AGRITRADE, INC. shall use its best efforts to urge reforms and changes in US law and regulations which affect the coffee and cacao industry in Cote d'Ivoire, particularly with regard to the "blacklisting" of its products in the United States;

b. AE AGRITRADE, INC shall use its best efforts before the US Congress, Executive Branch of the US Government, and other Governments and/or International multilateral bodies to reform, promote and guide a better understanding of policies and programs which would serve to CGFCC and the Republic of Cote d'Ivoire;

c. AE AGRITRADE, INC shall use its best efforts to generate positive outcomes on behalf of the government of Cote d'Ivoire including through the media, press and related outlets;

d. AE AGRITRADE, INC shall serve as liaison between CGFCC and the Republic of Cote d'Ivoire before the US Congress, the US Executive Branch, and other Governments and/or International Multilateral bodies.

4. FEES AND COSTS: Pursuant to the terms of this Agreement, the CGFCC shall pay to AE AGRITRADE INC., and to its affiliated firms, such sums as are invoiced by AE AGRITRADE, INC., subject to the hereinbelow payment schedule:

- a. January 1, 2011, the sum of Four Hundred Thousand Dollars (USD\$400,000);
- b. February 1, 2011, the sum of Three Hundred Fifty Thousand Dollars (USD\$350,000);
- c. March 1, 2011, a sum to be agreed between the parties no later than February 29, 2011. The amount to be paid will be determined after a comprehensive review of the tasks performed during the first two months and the assessment of the work yet to be done.
- d. Fees should be sent by bank wire to AE AGRITRADE, INC which will be attached as an addendum to this Contract.

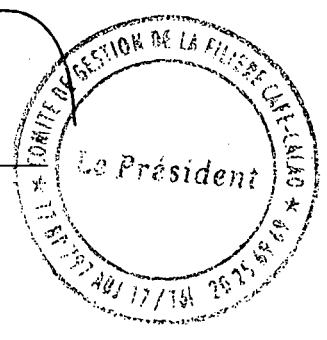
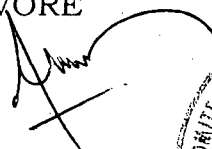
5. REPORTING:

- a. This Agreement requires both PARTIES to consult closely regarding the objectives and accomplishments of the contract, specifically AE AGRITRADE INC, which agrees to report weekly of its efforts on behalf of the CGFCC and the Republic of Cote d'Ivoire. Said reports shall be communicated by means of phone or written report (at least one per month) to the PRESIDENT OF CGFCC and/or designated representatives;
- b. On a monthly basis during the course of this Agreement, principles of AE AGRITRADE, INC., or its affiliates will endeavor to personally meet with the CGFCC and representatives of the Ministry of Agriculture of Cote d'Ivoire to discuss progress regarding the agreed course of work.

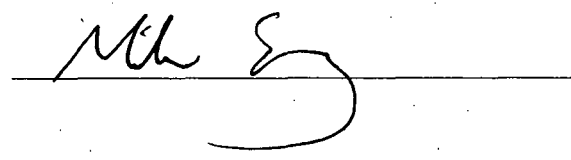
6. ENTIRE AGREEMENT: This above constitutes the entire Agreement between the parties and any conflicts between the parties pursuant to this Agreement shall be resolved in an amicable fashion.

WITNESS OUR SIGNATURES, this the 22<sup>d</sup> day of December 2010.

FOR THE COMITE DE GESTION DE LA FILIERE CAFE CACAO  
COFFEE AND COCAO REGULATORY BOARD  
REPUBLIC OF COTE D'IVORE



SIGNED AND EXECUTED BY  
MIKE ESPY ON JANUARY 8, 2011  
FOR AE AGRITRADE, INC.



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