

OMB No. 1124-0006; Expires May 31, 2020

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 <https://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: <https://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: <https://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, Counterintelligence and Export Control 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  Avenue Strategies Global, LLC	2. Registration No.  6446
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3. Name of Foreign Principal Comité National du Forum AGOA Côte d'Ivoire 2019	4. Principal Address of Foreign Principal 2424 Massachusetts Ave. NW, Washington, DC 20008
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5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country<sup>1</sup>
- 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

Embassy of the Republic of Côte d'Ivoire

b) Name and title of official with whom registrant deals

Souleymane DIARRASSOUBA, Minister of Commerce, Industry and Promotion of SME

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

<sup>1</sup> "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.

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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.

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

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9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

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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.

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**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
4-19-19	James F. Lang, Counsel	

OMB No. 1124-0004; Expires May 31, 2020

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 <https://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: <https://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: <https://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, Counterintelligence and Export Control 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  Avenue Strategies Global, LLC	2. Registration No.  6446
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3. Name of Foreign Principal  Comité National du Forum AGOA Côte d'Ivoire 2019
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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.

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

Registrant may: (1) provide assistance for a successful African Growth and Opportunity Act (AGOA) Forum in August 2019, including strategies to attract increased U.S. investment and the interest of the U.S. private sector and SMEs in Côte d'Ivoire; (2) assist Côte d'Ivoire in the negotiation of a free trade agreement with the USA; (3) promote investment for the textile industry in Côte d'Ivoire under AGOA; (4) promote investment in the cashew nuts sector; (5) promote handicrafts and the handicraft artisans of Côte d'Ivoire; and (6) provide strategies to promote the Ivorian textiles, cashew nuts, and handicraft products sectors.

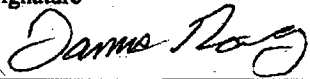
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes  No

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.

Registrant's activities on behalf of the foreign principal may include communications with Members of Congress and Congressional staff, Executive Branch officials, the media, and with other individuals and organizations involved in governmental and public policy matters.

**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
4-19-19	James F. Lang, Counsel	

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.

**CONSULTING AGREEMENT**

**THIS CONSULTING AGREEMENT (the "Agreement")** dated this 10 day of April, 2019

**BY AND BETWEEN:**

Comité National du Forum AGOA Côte d'Ivoire 2019

(the "Client")

- AND -

Avenue Strategies Global, LLC, a Delaware limited liability company,  
1627 I Street NW, Suite 1110, Washington, D.C., 20006

(the "Contractor").

**BACKGROUND:**

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**Services Provided**

- 1. The Client hereby agrees to engage the Contractor and Primary Subcontractor Manchester Trade LTD (2200 Pennsylvania Ave. NW, Suite 4086E, Washington, DC 20037) to provide the Client with services as set forth on Exhibit A (the "Services").
- 2. The Services will also include any other tasks that the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client. The Contractor may from time to time engage others (at no additional cost or expense to the Client), such as Paul Ryberg and Dr. Mima S. Nedelcovych, to assist in providing the Services and the Client acknowledges and agrees to such third-party involvement as Contractor may deem reasonable and necessary. Contractor and its representatives and subcontractors providing services on its behalf hereunder will devote substantial time, but not full time, to this engagement. Client understands and acknowledges that Contractor and such representatives and subcontractor have and will continue to have other engagements during the term of this Agreement.

*Handwritten initials/signature*

**Term of Agreement**

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect for a period of six (6) months. Subsequently, the contract will be modified and extended upon mutual agreement of the two Parties.

**Performance**

4. The Parties agree to do everything reasonably necessary and appropriate consistent with standard industry practice to ensure that the terms of this Agreement take effect.

**Currency**

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

**Compensation**

6. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor of \$20,000 per month for six (6) months. The Client will be responsible for any and all taxes due to Côte d'Ivoire related to this Agreement. The exchange rate in effect on the date of execution of this Agreement will be set for the full term of this Agreement.
7. All invoices submitted by the Contractor to the Client are to be paid in full upon receipt.
8. The Contractor will submit invoices to the Client for payment. The initial payment of \$40,000 covering the first two months of the contract will be due on the start date of the Agreement. A second payment of \$40,000 covering the next two months of the contract will be due on the first day of the third month of the Agreement. The third payment of \$40,000 covering the last two months of the contract will be due on the first day of the fifth month of the Agreement. Failure to pay within thirty (30) days of each invoice's due date can result in suspension of the Agreement at the discretion of the Contractor.

**Reimbursement of Expenses**

9. The Contractor will be reimbursed for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services under this Agreement upon presentation of appropriate documentation therefore.
10. All incurred expenses will be reimbursed by Client within fifteen (15) days of Client's receipt of invoices therefore. Expenses may include, but not be limited to, transportation, lodging, and meals.

**Confidentiality**

11. Confidential Information refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

12. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive upon termination of this Agreement.
13. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

**Ownership of Intellectual Property**

14. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
15. The Contractor may not use the Intellectual Property for any purpose other than in performing its duties pursuant to this Agreement except with the written consent of the Client.

**Return of Property**

16. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

**Reliance on Client's Information**

17. Client acknowledges and agrees that Contractor, in performance of its duties under this Agreement, will be relying on the truth, completeness and accuracy of the written documentation delivered and the verbal communication made by Client and its agents to Contractor and its agents in connection with any and all matters relating to Contractor's engagement hereunder.

**Capacity/Independent Contractor**

18. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any U.S. social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all U.S. local, state and federal taxes related to payments made to the Contractor under this Agreement.

**Notice**

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
- a. Comité National du Forum AGOA Côte d'Ivoire 2019  
c/o Embassy of the Republic of Côte d'Ivoire, 2424 Massachusetts Avenue, NW,  
Washington, District of Columbia, 20008
  - b. Avenue Strategies Global, LLC  
1627 I Street NW, Suite 1110, Washington, District of Columbia, 20006

or to such other address as any Party may from time to time notify the other about and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

**Indemnification**

20. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

**Modification of Agreement**

21. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

**Time Is of the Essence**

22. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

**Assignment**

23. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

**Entire Agreement**



24. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement and Exhibit A hereto.

**Inurement**

25. This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

**Titles/Headings**

26. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**Gender**

27. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

28. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Commonwealth of Virginia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

29. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.


**Waiver**

30. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

*For B-5*

**IN WITNESS WHEREOF**, the Parties have duly affixed their signatures under hand and seal on this 19<sup>th</sup> day of April, 2019.

Comité National du Forum AGOA Côte  
d'Ivoire 2019

By:   
Its: Souleymane DIARRASSOUBA  
Minister of Commerce, Industry  
and Promotion of SME,  
Republic of Côte d'Ivoire

("Client")

  
Avenue Strategies Global, LLC

By:  
Its: Barry Bennett  
Managing Partner

("Contractor")

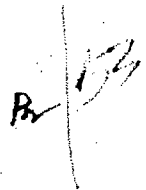


Exhibit A

Services

The main objective is to promote Côte d'Ivoire to increase U.S. investment and improve the penetration of Ivorian products in the U.S. market. Also, the Contractor will assist Côte d'Ivoire in discussions concerning the establishment of a free trade agreement with the United States.

The Contractor will provide the following services to the Client:

1. **Assistance for a successful African Growth and Opportunity Act (AGOA) Forum in August 2019**, including strategies to attract increased U.S. investment and the interest of the U.S. private sector and SMEs in Côte d'Ivoire.
2. **Assist Côte d'Ivoire in the negotiation of a free trade agreement with the USA**. For this purpose, the Contractor will produce a monthly report describing the different actions carried out, as well as the prospects. It will produce an action plan that will be submitted to the Ivorian authorities.
3. **Promotion of investment for the textile industry in Côte d'Ivoire under AGOA**. The textile industry will be looking for American investors to buy or invest in the main industries present in Côte d'Ivoire, including COTIVO, UTEXI, GONFREVILLE. In this regard, the Contractor should facilitate, alongside the work of AGOA, the organization of a roundtable on the promotion of investment in textiles. A bi-monthly report and a strategy will be prepared by the Contractor.
4. **Promotion of investment in the cashew nuts sector**. The Contractor will seek American partners who are sourcing directly cashew nuts in Côte d'Ivoire and/or who will invest in cashew processing units. The Contractor will help facilitate negotiations between these investors and the council of cashew nuts. It will produce a bi-monthly report of their activity.
5. **Promotion of handicrafts**. To this end, the Contractor will mobilize American investors to take part in the AGOA forum and will organize, via the Organizing Committee, meetings of consultation with the handicraft artisans of Côte d'Ivoire. A bi-monthly report will be produced by the Contractor.
6. The Contractor will also produce, at the end of the contract, additional strategies to promote the Ivorian textiles, cashew nuts, and handicraft products sectors.