U.S. Department of Justice
Washington, DC 20530

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

OMB NO. 1105-0007

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 information 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 documents, other than information 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 .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	2. Registration No. 3742
Piper Rudnick LLP	

3. Name of foreign principal

The Government of the Republic of Côte 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.

The contract remains the same with two changes: 1) the contract dates have been extended for six months from May 1, 2003 - October 31, 2003 and 2) the monthly retainer paid to Piper Rudnick by the Government has been increased from $25,000 to $32,500.

The nature and method of performance of the above indicated agreement is set forth in the attached letter of agreement.

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

Please see the attached letter of agreement.

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.

The registrant will provide strategic advice and counsel to the foreign principal. The registrant's activities may also include inquiries on behalf of the foreign principal with members of the Legislative and Executive Branches of the U.S. Government. The registrant may also contact representatives of the U.S. media on behalf of the foreign principal.

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Date of Exhibit B	Name and Title	Signature
9/4/03	Jeffrey F. Liss, Chief Operating Officer	

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 interest, policies, or relations of a government of a foreign country or a foreign political party.

Piper Rudnick

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October 4, 2002

His Excellency Pascal D. Kokora
Ambassador of the Republic of Cote d'Ivoire
3421 Massachusetts Avenue, N.W.
Washington, D.C. 20008

Re: Agreement to Represent the Government of the Republic of Cote d'Ivoire

Dear Mr. Ambassador:

We are indeed gratified that the Government of the Republic of Cote d'Ivoire has selected Piper Rudnick to represent your nation in Washington. We are governed by the District of Columbia Bar requiring attorneys and clients to sign retention agreements at the outset of any formal relationship. Below are the terms of our proposed retainer agreement ("Agreement").

Agreement: Piper Rudnick (the "Firm") agrees to represent the Government of the Republic of Cote d'Ivoire (Cote d'Ivoire) (collectively the "Parties") and provide legal advice and counsel on a broad range of legislative, trade, legal matters, and public and media relations needs. Please refer to Schedule B which describes a series of actions that could be undertaken.

The firm agrees to provide Cote d'Ivoire with a written report detailing its activities under the Agreement at the conclusion of each month.

Cote d'Ivoire agrees to pay the firm a monthly fee of $25,000 (twenty-five thousand U.S. dollars) ("Retainer Amount") per month for the next six months for legal fees and ordinary and

reasonable expenses (*i.e.*, long distance telephone; e-mail; use of Internet; facsimile'; telex; messenger, courier and other communications costs, document reproduction and retrieval costs; computer research facilities; document preparation services; and incidental transportation). Additionally, Cote d'Ivoire agrees to reimburse the firm for all costs of foreign travel, food, lodging and related expenses incurred at the request of Cote d'Ivoire ("Travel Expenses") provided that such Travel Expenses are approved in writing in advance by the Ambassador of Cote d'Ivoire in the United States (or his designee). During any period, including any period of force majeure, when the monthly retainer amount is due and had not been remitted, the firm may suspend its performance hereunder until such amount has been received.

Cote d'Ivoire agrees to pay the said monthly retainer amount in six (6) equal installments of $25,000 (twenty-five thousand U.S. dollars) each, due and payable at the beginning of each month. The first monthly installment shall be due and payable on October 4, 2002. Travel expenses (as requested and approved by Cote d'Ivoire) shall be billed, due and payable when incurred. Payment shall be made by wire transfer as specified in Schedule A.

Upon termination of this Agreement, the Firm agrees to return all documents provided by Cote d'Ivoire and to maintain the confidentiality of documents prepared or involved in the course of this representation, as well as communications between the parties, in accordance with the Rules of the District of Columbia Bar.

Term, Effective Date and Termination: The terms of this Agreement shall be from October 4, 2002 through April 4, 2003. Thereafter, this Agreement may be renewed for subsequent six month terms or otherwise as extended by agreement of the Parties.

The Firm covenants and undertakes to proceed with all reasonable speed with respect to its assignment and to use its best efforts to execute the tasks assigned to it, as agreed upon by the Parties.

This Agreement may be terminated without cause by either party upon ninety (90) days prior written notice.

Neither party shall be responsible for partial or complete inability to perform their duties under this Agreement if such inability is caused by force majeure circumstances that could not have been envisioned or anticipated by the party. Such force majeure circumstances include but are not limited to natural calamities, wars, government actions, radical political changes, and any other circumstances that shall be out of the reasonable control of a party.

In the event of termination of this Agreement, or suspension of activities due to force majeure, any obligations for payment incurred prior to termination or suspension shall be due and payable upon the date of termination or suspension.

All reports, documents and other materials to be delivered by the Firm to Cote d'Ivoire under or by reason of this Agreement shall be delivered, unless otherwise requested by Cote d'Ivoire in writing, to the Ambassador of Cote d'Ivoire in the United States or his designee.

Mediation and Binding Arbitration: If a dispute arises out of or related to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration. If the Parties fail to resolve the dispute by mediation within thirty (30 days, it shall be settled by arbitration under the United Nations Commission on Trade Law ("UNCITRAL") Arbitration Rules in effect on the date of this Agreement.

Representation and Warranty of the Government of the Republic of Cote d'Ivoire:

The parties accepting this Agreement on behalf of the Government of the Republic of the Cote d'Ivoire represent and warrant to the Firm that they have the necessary power and authority to execute and deliver this Agreement on behalf of the Cote d'Ivoire thereby binding Cote d'Ivoire to perform its obligations under the Agreement.

Commencement of the Engagement:

The Firm will proceed to undertake its assignments under the terms of this Agreement upon its execution by the parties and the payment of the first monthly installment of $25,000 (twenty-five thousand U.S. dollars). Wiring instructions for this amount are enclosed as Schedule A.

* * *

Please acknowledge your acceptance of this Agreement on behalf of the Government of the Republic of Cote d'Ivoire by signing below and returning a copy to the Firm.

Sincerely,

PIPER RUDNICK, LLP

By: _____
Lawrence O. Lawan

Accepted: Pascal D. KOKORA
Government for the Republic of
Cote d'Ivoire
Ambassador to the US

Date: 10/07/2002

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Schedule A

Wire Instructions for Client Payments

Bank Name:	**Citibank, N.A.** **399 Park Avenue** **New York, NY 10022**
Bank Routing No. (ABA#):	021000089
Account No.:	30439268
Account Name:	Verner, Liipfert, Bernhard, McPherson and Hand Depository Account
Inside firm questions:	Nikki Porter (202-312-3080)

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Schedule B

Cote d'Ivoire
Action Agenda

Structure of the Proposal

Members of the Firm are prepared to work with Cote d'Ivoire officials to advance a priority agenda of action items in Washington. In close cooperation with Cote d'Ivoire officials, the Firm would endeavor to:

- Work with U.S. Administration officials to promote continuation of broad public and private support for the Cote d'Ivoire's sovereignty, territorial integrity, legitimately elected government, and the rule of law.

- Arrange meetings and other communications with Members of Congress, relevant committees, and their staffs to facilitate greater support for the Cote d'Ivoire's policies through legislation, resolutions, hearings, and floor statements.

- Encourage greater press coverage of the Cote d'Ivoire government's views through news articles and broadcasts, op-ed columns, and other publications.

- Contact prominent experts, academics, and former U.S. officials to disseminate information regarding Cote d'Ivoire policies through think-tank events and other fora.

- Work with representatives of the U.S. Government to assure that the Cote d'Ivoire secures trade benefits to which it is entitled under the African Growth and Opportunity Act and to support efforts now underway in strengthening Cote d'Ivoire's relationships with international and bi-lateral lenders.

To this end, the Firm is prepared to begin its long-term representation of the Cote d'Ivoire with an intense, 90-day campaign, during which its highest and most immediate priorities would be to utilize its extensive network of contacts by working with officials at the political level in the State Department, Pentagon, and National Security Council; House and Senate leaders and members of the House and Senate Foreign Relations, Armed Services, and Appropriations committees; experts at conservative think-tanks such as the American Enterprise Institute; highly regarded nongovernmental institutions such as the International Crisis Group; prominent print and broadcast journalists in national media outlets such as the top three U.S. television networks, the New York Times, and the Washington Post; and World Bank and IMF officials.

In undertaking this assignment, we would propose to support the U.S. policy as articulated by the United States Department of State. At a recent press briefing the Department of State issued the following the message:

> "The United States condemns the threat to stability in Cote d'Ivoire posed by rebel elements of the Ivorian security forces. The defiance of lawful authority by these forces threatens constitutional order, democracy, and the rule of law. The United States calls upon the rebels to lay down their arms and negotiate a peaceful resolution to this conflict.

Some specific steps that could be taken in the short term could involve the development of a United Nations Security Council Resolution calling for all states to respect the sovereignty independence and territorial integrity of Cote d'Ivoire, to urge the speedy withdrawal of any foreign military presence and personnel from the Cote d'Ivoire and to affirm the right of the Cote d'Ivoire and its people to the full and effective sovereignty and control over its entire territory.

In addition, we might want to stress similar themes in a proposed Congressional Resolution (although the lateness of the session may preclude such an option) or the possibility of a letter to the President from influential House and Senate Foreign Policy members forwarding the same message.

There may be other options available which we would be prepared to discuss with the Cote d'Ivoire in terms of adding additional but realistically achievable items to the agenda.