

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 Cohen and Woods International, Inc. 1621 North Kent Street Suite 1619 Arlington, VA 22209	2. Registration No. 5003
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3. Name of foreign principal Government of the Republic of Angola	4. Principal address of foreign principal Embassy of the Republic of Angola 2100-2108 16th Street NW Washington, DC 20009
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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 Committee
 - Corporation Voluntary group
 - Association Other (specify) _____
- Individual-State nationality _____

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COMMUNICATIONS UNIT

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

- a) Branch or agency represented by the registrant.
Minister of External Relations (MIREX)
- b) Name and title of official with whom registrant deals.
H.E. Josefina Perpetua Pitra, Ambassador of Angola to the United States

7. If the foreign principal is a foreign political party, state:

- a) Principal address.
- b) Name and title of official with whom registrant deals. Not Applicable
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party, **Not Applicable**

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

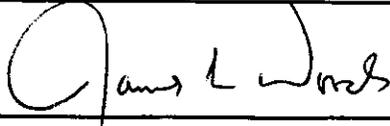
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

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

Not Applicable

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.

Not Applicable

Date of Exhibit A 12 APRIL 2001	Name and Title James L. Woods Senior Vice President	Signature 
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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 Cohen and Woods International, Inc. 1621 North Kent Street Suite 1619 Arlington, VA 22209	2. Registration No. 5003
--	-----------------------------

3. Name of Foreign Principal
Government of the Republic of Angola

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.
Cohen and Woods International, Inc. has contracted with the Government of the Republic of Angola to provide an array of representational services supporting Angola in contacts with the U.S. Administration and Congress and other official U.S. institutions, as well as the private sector, in dealing with matters concerning peace and stability, foreign debt, joint ventures with the public and private sectors, foreign investment and development support.

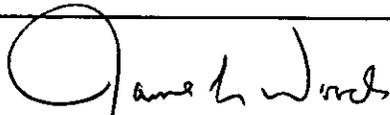
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal. Cohen and Woods International, Inc. has contracted with the Government of Angola to:

1. Provide analysis and evaluation of issues, problems and opportunities for Angola in its relationship with the United States government and certain international financial institutions and businesses.
2. Provide assistance in Angola's relations with the business community through the Corporate Council on Africa, the US-Angola Chamber of Commerce, the National Chamber of Commerce, the Business Council for International Understanding and the US Foreign Trade Council.
3. Maintain close contacts with the oil industry with the aim to further develop this sector of Angola.
4. Seek business support for Angola's eligibility to participate in the African Growth and Opportunity Act.
5. Provide strategic advice and counsel to the Government of Angola.
6. Provide public affairs services.

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.
See Block 8, above.

Additionally, Cohen and Woods International, Inc. may prepare and disseminate materials, as directed by the Government of Angola, to media and opinion makers; arrange press briefings; prepare and distribute press releases; and place advertisements.

Date of Exhibit B 12 APRIL 2001	Name and Title James L. Woods Senior Vice President	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.

COHEN AND WOODS INTERNATIONAL, INC.
1621 NORTH KENT STREET
SUITE 1619 (LOWER LEVEL)
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E-mail:cohenandwoods@cohenandwoods.com

**AGREEMENT OF REPRESENTATION BETWEEN THE
GOVERNMENT OF THE REPUBLIC OF ANGOLA AND COHEN
AND WOODS INTERNATIONAL, INC.**

INTRODUCTION - ENGAGEMENT

This agreement is made between the Government of the Republic of Angola (hereafter GOA), represented by the Ministry of External Relations (MIREX), and Cohen and Woods International, Inc. (hereafter CWI), a United States corporation, incorporated in the Commonwealth of Virginia, 1621 North Kent Street, Suite 1619 (Lower Level), Arlington, Virginia 22209, U.S.A. GOA and CWI are also referred to hereafter as "the Parties."

Article 1.

GOA is willing to contract CWI and CWI is willing to be contracted by GOA in order to provide services of representation, public relations, assistance, advisory and other services in order to support the GOA in the U.S.A.

Article 2.

The overall objective of this agreement is to strengthen the ties between the GOA and the Government of the U.S.A. - Administration and Congress - in order to secure the continuity of bilateral relations between Angola and the U.S.A. and increase confidence in Angola by American investors.

Article 3.

CWI will, within the framework of this contract, provide an array of representational services supporting Angola in contacts with the U.S. Administration and Congress and other official U.S. institutions, as well as the private sector, in dealing with matters concerning peace and stability, foreign debt, joint ventures with the public and private sectors, foreign investments and development support.

COHEN AND WOODS INTERNATIONAL, INC.
1621 NORTH KENT STREET
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ARLINGTON, VIRGINIA 22209
Tel: 703-516-9510
Fax: 703-516-4547
E-mail:cohenandwoods@cohenandwoods.com



Article 4.

CWI will assist the GOA to assess legislation related to Angola produced by the U.S. Administration and Congress and will play an active role in consolidating and improving the political and economic image of Angola in the U.S.A.

Article 5.

CWI's work will, within the framework of this agreement, be linked closely to the work of the Angolan Embassy in Washington, DC.

LOBBYING STRUCTURE

Article 6.

The following will be included in CWI's responsibilities:

(1) Government and Official Institutions of the U.S.A.

- a) Relations with the U.S. Government, including the Congressional and Executive branches.
- b) U.S. influence on the World Bank and the International Monetary Fund through the Department of the Treasury, USAID and the Department of State.
- c) United States policy toward the United Nations as it affects Angola.
- d) U.S. trade policy, with an emphasis on the African Growth and Opportunity Act.

(2) Private Sector

- a) Relations with the business community through the Corporate Council on Africa, the US-Angola Chamber of Commerce, the national Chamber of Commerce, the Business Council for International Understanding, and the US Foreign Trade Council.
- b) Maintain close contacts with the oil industry with the aim to further develop this sector of Angola.



c) Seek business support for Angola's eligibility to participate in the African Growth and Opportunity Act.

(3) Public Relations

a) Maintain good relations with the American media, both print and broadcast, with the aim to present Angola as a country following the path of stability and development.

b) Provide regular information to the media in the form of press releases, articles, and reprints of Angolan Government official statements.

c) Maintain good relations with non-governmental organizations that concentrate on Africa in such sectors as human rights, economic development, conflict resolution, and regional peacekeeping.

d) Maintain liaison and good relations with the academic community.

(4) Advice and Assistance to the GOA.

In addition to lobbying and representational activities, CWI will, on request, provide advice and assistance directly to the GOA, including the President, the Minister of External Relations, the Ambassador of Angola to the United States, and other officials as directed. Such advice and assistance may encompass the full range of political, diplomatic, security and economic issues. Further, CWI will, on request, assist the Embassy of Angola in Washington with visits by Angolan personalities; and will undertake projects as directed either by the President, the Minister of External Relations or the Ambassador of Angola to the United States.

OBLIGATIONS OF THE GOA

Article 7.

a) The GOA shall supply CWI with all data and information which are deemed necessary for full compliance with the responsibilities agreed upon in this contract.

b) All Angolan classified and confidential data and information including state secrets and commercial secrets are the property of the GOA and can only be disclosed with the explicit consent of GOA.

c) The GOA shall facilitate and furnish the members of the CWI team with all necessary visas to permit travel to and from Angola.

d) The GOA shall furnish and facilitate all necessary personal documents for the members of the CWI team in order to facilitate the conduct of their normal activities in Angola, as well as also assisting with local transportation.

COMPENSATION

Article 8.

GOA agrees that CWI will receive as compensation for the work detailed herein a fee of \$500,000 (five hundred thousand U.S. dollars) per annum, payable as follows:

a) Downpayment \$200,000(two hundred thousand U.S.dollars) to be paid at the date of signature of contract.

b) Remaining \$300,000(three hundred thousand U.S.dollars) shall be paid in two shares of \$150,000(one hundred and fifty thousand U.S.dollars) of each share,whereby the first share shall be paid until 29 June,2001 and the second share of \$150,000(one hundred and fifty thousand U.S.dollars)shall be paid until 28 September,2001.

c) Payment in U.S. dollars shall be wired to the following account:

Cohen and Woods International, Inc.
Account # 01-820-818
Riggs National Bank of Virginia
ABA Routing # 054000030

TERM

Article 9.

This contract is subscribed for the term of one year, renewable, beginning on the date of signature by both Parties.



RENEWAL

Article 10.

This contract may be renewed from year to year, upon the signature of both Parties.

MODIFICATION OF CONTRACT

Article 11.

This contract may be modified by the mutual agreement of both Parties, expressed in writing.

APPLICABLE LAW

Article 12.

Any disagreement resulting from the execution of this contract shall be resolved by good faith negotiations between the Parties. In the event such good faith negotiations fail to resolve the conflict, the contract shall be enforceable under the laws of the Commonwealth of Virginia, U.S.A.

ACCEPTED/LOCATION/DATES

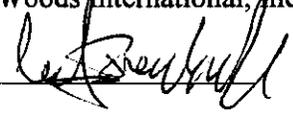
For the Government of Angola

Signature: 

Location: Luanda

Date: 26.03.01

For Cohen & Woods International, Inc.

Signature: 

Location: Luanda

Date: 26.03.01