U.S. Department of Justice
Washington, DC 20530

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

REVISED
OMB No. 1105-0007
Approval Expires Nov. 30, 1993

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. This form shall be filed in triplicate 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, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney Genreral transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
C/R International, L.L.C.	Government of the Republic of Angola

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.

2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

3. ☐ 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 the expenses, if any, to be received.

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4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The nature and method of registrant's performance of work on behalf of the Government of the Republic of Angola are described fully in the agreement dated 1 July 1998, three copies are attached.

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

See contract attached.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?[1]
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 principal focus of registrant's activities will be to promote relations between the Government of the Republic of Angola and the United States by providing the services described above in response to question 5. Registrant's activities, including political activities within the meaning of the Act, are described in detail in the agreement between the registrant and the Government of the Republic of Angola, three copies are attached.

Date of Exhibit B	Name and Title	Signature
August 26, 1998	Stephen F. Riley Managing Member	

[1]Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other 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.

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C/R INTERNATIONAL, L.L.C.

1150 SEVENTEENTH STREET, N.W.
SUITE 406
WASHINGTON, D.C. 20036
202/861-4740
FAX: 202/861-6490

C/R INTERNATIONAL, L.L.C.

CONTRACT

THIS CONTRACT IS ENTERED INTO BY AND BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF ANGOLA, HEREINAFTER REFERRED TO AS "GRA,"

AND

C/R INTERNATIONAL, L.L.C., 1150 SEVENTEENTH STREET, N.W., SUITE 406, WASHINGTON, D.C. 20036, HEREINAFTER REFERRED TO AS "C/R,"

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WHEREAS the GRA has agreed to engage the services of C/R as a consultant in the United States of America to provide the GRA with general consulting services, including public relations, counseling, government relations and trade and investment promotion services, and representation; and

WHEREAS C/R has agreed to act for the GRA in the aforementioned capacities;

NOW THEREFORE the GRA and C/R agree as follows:

1. C/R is hereby engaged and appointed to assist the GRA in carrying out its political, economic and cultural programs in the United States subject to the terms and conditions of this Agreement.

2. The principal focus of C/R's counseling and representation shall be to foster better political, economic and cultural relationships between the GRA and the United States of America, in particular:

2.1 to represent, advise and assist in the promotion of the political, economic and cultural objectives of the GRA in the United States of America;

2.2 to improve the image of the GRA in the United States in order to strengthen the friendship between the Republic of Angola and the United States of America;

2.3 to assist in arranging contacts with United States Government officials, Members of Congress, and other opinion makers in the United States of America;

2.4 to advise and counsel the GRA on matters of United States policy which could affect relations between the Republic of Angola and the United States of America;

2.5 to promote bilateral trade and investment;

2.6 to perform other services as deemed necessary, appropriate and practicable by GRA; and

2.7 to be available to assist the Ambassador of the GRA to the United States and members of the GRA Embassy, and the Angolan Mission to the United Nations.

3. This Agreement shall be effective for the twelve month period beginning July 1, 1998 and ending June 30, 1999. This Agreement may be extended or renewed at the end of that term by written mutual consent of the parties.

4. Either party may terminate this Agreement during its term, with or without cause, by giving sixty (60) days prior written notice to the other party. In the event that this Agreement is so terminated, the GRA and C/R shall continue to be bound by the terms of this Agreement during the 60-day termination notice period. C/R shall continue to provide the GRA with the services specified in the Agreement, and C/R shall continue to be paid for the services it performs during such 60-day termination notice period. The GRA shall also reimburse C/R for all amounts that C/R must pay to third party vendors and subcontractors pursuant to any agreements that C/R has entered into in the performance of this Agreement for which C/R has obtained written approval from the GRA prior to the date of notification of intent to terminate.

5. C/R shall be remunerated for the aforementioned services at a rate of seventy-seven thousand five hundred Dollars (US $77,500) per month. This amount is inclusive of fees and expenses (but does not include fees, expenses and costs related to special projects undertaken by C/R for the GRA, as noted in Section 6, below).

6. From time to time during the term of this Agreement, it may become necessary in order to promote the objectives of this Agreement, for C/R to perform or cause to be performed special projects. The parties agree that any fees, expenses and costs associated with the performance of such special projects will be additional to the remuneration to which C/R is entitled pursuant to section 5 of this Agreement. Such fees, expenses, and costs are, with the prior consent of the GRA, to be paid out of a fund established for that purpose by the GRA upon the execution of this Agreement (in the amount of $500,000.00), which fund is to be managed by C/R during the term of this Agreement. All such special project funds which are not utilized to pay special project fees, expenses and costs will be reimbursed to the GRA upon termination of this Agreement.

7. The GRA agrees to pay C/R the remuneration to which C/R is entitled for services to be rendered during this Agreement in advance in one payment in the amount of nine hundred and thirty thousand dollars (US $930,000.00), to be made upon the execution of this Agreement.

8. C/R acknowledges its responsibility, both during and after the term of this Agreement, to use all reasonable and legally permissible efforts to preserve the proprietary or confidential information developed by C/R on behalf of the GRA or disclosed by the GRA to C/R.

9. C/R shall not retain any third party in connection with the performance of this Agreement without the prior written authorization of the GRA. This requirement for prior written authorization shall not apply to third parties retained by C/R to provide production services such as printing, photography, typography, etc., required to carry out the objectives of this Agreement.

10. C/R will be responsible for and bear the costs for its compliance with the Foreign Agents Registration Act.

11. In the event that either party to this Agreement should become the subject of legal action arising from or related to the performance of this Agreement, in connection with the infringement of the rights of any third party, the infringing party agrees to indemnify and hold harmless the other party against any losses, claims, damages or liabilities for which the infringing party is directly responsible. In applying this provision, the GRA shall be responsible only for claims arising from or in connection with materials prepared or approved by it. C/R shall be responsible only for claims arising from or in connection with materials prepared or approved by it. The infringing party shall also reimburse the other party for any legal or other expenses incurred, including court costs, in connection with any pending or threatened investigation or litigation arising from or related to the performance of this Agreement.

12. The provisions of this Agreement may be modified during its term by mutual written consent of the parties.

Signed on 1 July 1998

FOR THE GOVERNMENT OF THE REPUBLIC OF ANGOLA:

By: _____
General Manuel Helder Vieira Dias
Office of the President

FOR C/R INTERNATIONAL, L.L.C.:

By: _____
Robert J. Cabelly
Managing Member