

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 DANIEL J. EDELMAN, INC. 1875 EYE ST, NW, SUITE 900 WASHINGTON, DC 20006		2. Registration No. 3634
3. Name of foreign principal GOVERNMENT OF ANGOLA	4. Principal address of foreign principal LUANDA, ANGOLA	

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) _____
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant.
- b) Name and title of official with whom registrant deals.

REGISTRANT HAS BEEN RETAINED BY AMERICAN WORLDWIDE INC. TO REPRESENT THE INTERESTS OF THE ANGOLAN GOVERNMENT.

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

N/A

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

N/A

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

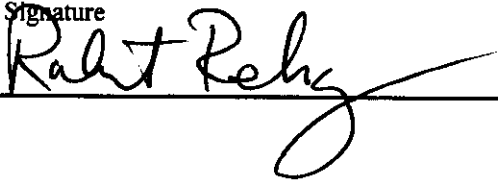
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

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

N/A

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 2/14/01	Name and Title ROB REHG GENERAL MANAGER	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 DANIEL J. EDELMAN, INC.	2. Registration No. 3634
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3. Name of Foreign Principal
GOVERNMENT 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.

REGISTRANT HAS BEEN RETAINED BY AMERICAN WORLDWIDE INC. TO PROVIDE PUBLIC RELATIONS SERVICES FOR THE BENEFIT OF THE GOVERNMENT OF ANGOLA. THE TERMS OF THIS ENGAGEMENT ARE SET FORTH IN A LETTER AGREEMENT DATED FEBRUARY 1, 2001, A COPY OF WHICH IS ATTACHED.

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

SEE ATTACHED LETTER AGREEMENT.

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

SEE ATTACHED LETTER 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.

SEE ATTACHED LETTER AGREEMENT.

Date of Exhibit B	Name and Title	Signature
2/14/01	Robert Rehg General Manager	Robert Rehg

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.

International Square
1875 Eye Street, NW
Suite 900
Washington, DC 20006
Phone 202-371-0200
FAX 202-371-2858
www.edelman.com

LETTER AGREEMENT

February 1, 2001

For Edelman Use Only

GM:

Client Code:

Project No(s):

John D. Moore, President
American Worldwide Inc.
3 Bethesda Metro Center, Ste 600
Bethesda, MD 20814

Dear Mr. Moore:

This letter, when signed by in the space provided below, constitutes the agreement ("Agreement") between American Worldwide Inc. ("Client") and Daniel J. Edelman, Inc., doing business as Edelman Public Relations Worldwide, ("Edelman") for the provision of public relations services.

1. **Services.** Edelman shall perform those public relations services described in the program of objectives ("Program") set forth in Appendix A ("Services").

2. **Compensation.**

2.1. **Budget.** The total projected fees and expenses for the Services ("Budget"), if determined, are set forth in the applicable Program. The Budget pertains to Services only as set forth in the applicable Program and is only for Services rendered by Edelman's Washington, DC office, unless specifically provided otherwise herein. If any activities entail services of other Edelman offices, divisions or affiliates, Client will pay for such services at Edelman's then current time and material rates customary for that office location, practice and title.

If Client wants to expand the scope of the Program or wants additional services, Client and Edelman shall mutually agree upon in writing the additional services to be performed and the amount required to perform the additional services. Edelman shall bill and Client shall pay Edelman for the same.

2.2. **Prepayment.** Client shall pay Edelman a prepayment equal to \$100,000 prior to Edelman beginning or continuing to perform any Services. Such prepayment shall serve as Client's first quarterly payment as set forth in this Section 2.



2.3. Fee Billing. Edelman shall bill quarterly, in \$100,000 increments, an amount totaling \$400,000 ("Retainer"). The second, third and fourth quarterly payments of \$100,000 each shall be due on: May 1, 2001; August 1, 2001; and November 1, 2001. The Retainer shall compensate Edelman for performance of the Services for twelve months from February 1, 2001, through January 31, 2002. Edelman shall not be obligated to provide Client with hourly billing detail.

2.4. Expenses. Client shall not reimburse Edelman for out-of-pocket and third-party vendor expenses incurred and payable by Edelman in performing the Services. Such out-of-pocket and vendor expenses shall be deducted from the Retainer with no mark up thereof.

Client shall not reimburse Edelman for travel or entertainment related expenses incurred by Edelman or its employees in performing the Services, including, but not limited to, air travel, ground transportation, lodging, meals, tips and wireless and long distance telephone calls. All such expenses shall be deducted from the Retainer with no mark up thereof.

Client shall not pay administrative internal expenses related to in-house photocopying, local and long distance telephone calls, facsimile use (including related telephone charges), U.S. and international postage and e-mail, Internet and other Client-related licensing that Edelman incurs on Client's behalf. Edelman will absorb such administrative internal expenses, which shall not be deducted from the Retainer. Client will not be provided with accounting for such internal charges.

2.5. Payment. Except as otherwise provided herein, payments for the fees described in this Section 2 are due and owing to Edelman on the invoice dates; provided, however, that such payments shall not be deemed late if received by Edelman within thirty (30) days of such invoice dates. Edelman's failure to issue an invoice in a timely manner will not relieve Client of Client's obligation to pay the amounts due pursuant to such invoice, but will postpone the due date accordingly. Edelman may impose a monthly late fee equal to one percent (1%) of any outstanding balance on invoices more than thirty (30) days past due. Restrictive endorsements or other statements on checks accepted by Edelman shall be of no force or effect. To the extent that Client disputes any invoice, Client must provide Edelman written notice of such dispute within thirty (30) days of the invoice date, or Client shall waive any claim with respect to such invoice.

3. Indemnification.

3.1 Client shall be responsible for the accuracy and completeness of information, statements and materials concerning its organization, products or services. Client represents and warrants that it is the owner of all intellectual property rights sufficient to enable Edelman to edit, reproduce and otherwise use, publish and distribute such materials in performing Services for Client. Client shall defend, indemnify and hold Edelman harmless from and against any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, (collectively "Claims") that arise out of or relate to: (i) any act or failure to act by Client in connection with this Agreement, including breach of any provision of this Agreement; (ii) information, statements or materials (including any Claims relating to intellectual property rights therein), prepared or provided by Client or that Client



directed Edelman to use, including, without limitation, any Claims of infringement or misappropriation of copyright, trademark, patent, trade secret or other intellectual property or proprietary right, infringement of the rights of privacy or publicity, or defamation or libel (iii) information, statements and materials (including any Claims relating to intellectual property rights therein) prepared for Client that Client approved; (iv) product liability or death, personal injury or property damage arising out of, or relating to, Client's products or services; or (v) Client's negligence or willful misconduct. In addition, in matters in which Edelman is not a party, Client shall pay or reimburse Edelman for all reasonable staff time, attorneys' fees and expenses Edelman incurs in relation to subpoenas, depositions, discovery demands and other inquiries in connection with suits, proceedings, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which Client is a party, subject or target.

3.2 Edelman shall defend, indemnify and hold Client harmless from and against any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, (collectively "Claims") that arise out of, or relate to Edelman's gross negligence or willful misconduct in performing the Services under this Agreement.

3.3 The indemnifying party's obligations under this Agreement are conditioned upon (i) the other party's giving prompt, written notice of a Claim; (ii) the indemnifying party having sole control of the defense and settlement of a Claim (provided that the indemnifying party may not settle any Claim in a manner that would adversely affect the other party's rights, reputation or interests without the other party's prior written consent, which shall not be unreasonably withheld); and (iii) the other party's cooperation with the indemnifying party, at the indemnifying party's expense, in the defense and settlement of the Claim, as the indemnifying party may reasonably request. The party seeking indemnification shall have the right to participate in the defense thereof with counsel of its choosing at its own expense.

3.4 This Section shall survive termination or expiration of this Agreement.

4. Term. This Agreement shall commence effective as of February 1, 2001, and shall continue for one (1) year subject to the terms of Section 5 (Termination) below. This Agreement may be renewed upon the mutual Agreement of the Parties. In the event this Agreement expires without renewal, but the parties continue to perform, the terms and conditions of this Agreement shall govern until renewed or a new agreement is negotiated.

5. Termination. Either party may terminate this Agreement for any reason by providing the other party with not less than thirty (30) days' written notice. In addition, either party may terminate this Agreement upon fifteen (15) days' written notice to the other party in the event of a material breach of this Agreement (including non-payment of any invoice), if such breach is not corrected by the other party within the ten-day period. Edelman may immediately terminate this Agreement if Client becomes insolvent; is unable to pay its debts as they mature; is the subject of a petition in bankruptcy, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency or similar laws; makes an assignment for the benefit of creditors, or is named in, or its property is subjected to, a suit for the appointment of a receiver; or is dissolved or liquidated. The respective rights and duties of the parties shall continue in full



force and effect during the notice period. The Client will be obligated to pay any unpaid prorated fees to Edelman and Edelman will be obligated to reimburse any prorated amount of prepaid fees through the termination date. This Section shall survive termination or expiration of this Agreement.

6. **Limitation of Liability.** EDELMAN'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO EDELMAN PURSUANT TO THIS AGREEMENT. IN ADDITION, EDELMAN SHALL NOT BE LIABLE TO THE CLIENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES. This Section shall survive termination or expiration of this Agreement.

7. **Confidentiality.** Each party will use reasonable efforts to keep confidential all information and materials so designated by the other party and to limit access to such information and materials to those with a need to know for purposes of performing this Agreement. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) enter the public domain through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are required to be disclosed by law or applicable legal process; or (v) are authorized for release by written authorization of the disclosing party. The obligations under this Section shall survive expiration or termination of this Agreement for a period of one year.

8. **Intellectual Property.** Unless provided for in the Budget and paid for by Client, Edelman does not perform any searches, including trademark or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party, and such searches and determinations are the responsibility of Client. Nothing in this Agreement shall prohibit or prevent Edelman from using materials that are obtained from third parties pursuant to limited licenses.

9. **Non-Solicitation of Employees.** During the term of this Agreement and for one (1) year after its termination, Client will not, without the written consent of Edelman, knowingly solicit (either directly or indirectly) any Edelman employee with whom Client came into contact during the performance of this Agreement, for the purpose of engaging such employee as an employee, consultant, agent or other independent contractor. In the event Client does so solicit and employ or engage any person so employed by Edelman, Client shall pay Edelman a fee equal to one-half of such employee's annual cash and non-cash compensation as a reimbursement to Edelman of its recruitment and training costs. This Section shall survive termination or expiration of this Agreement.



10. Choice of Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the District of Columbia, regardless of any conflict of law rules. Client hereby submits to the exclusive jurisdiction of the federal and state courts located in the District of Columbia. This Section shall survive termination or expiration of this Agreement.

11. Attorneys' Fees. In the event that any action or proceeding (including, without limitation, any alternative dispute resolution mechanism agreed to by the parties) is brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees. This section shall survive termination or expiration of this Agreement.

12. Assignment. Neither party may assign this Agreement or any rights or obligations hereunder, whether directly or indirectly, without the prior written consent of the other party; provided, however, that Edelman may elect to engage subcontractors in connection with the performance of its Services hereunder.

13. Notice. Except as otherwise provided herein, all notices that either party is required or may desire to give the other party hereunder shall be in writing and shall be sufficiently given if (i) delivered in person, (ii) sent by registered or certified mail, either postage prepaid, (iii) sent by prepaid overnight courier; (iv) transmitted by facsimile, upon receipt of a confirmation of receipt, or (v) transmitted by e-mail, when received and opened. All such notices shall be addressed to each party as follows:

To Client: John D. Moore, President
American Worldwide Inc.
3 Bethesda Metro Center, Ste 600
Bethesda, MD 20814

Facsimile: 301/656-3681
Telephone: 301/652-4288

To Edelman: Rob Rehg, General Manager
Daniel J. Edelman, Inc.
Edelman Public Relations Worldwide
1875 Eye St, NW, Suite 600
Washington, DC 20006

Facsimile: 202/371-9539
Telephone: 202/326-1744

With a copy to: Meredith Mendes
Daniel J. Edelman, Inc.
200 East Randolph Drive, 63rd Floor
Chicago, IL 60601

Facsimile: 312/240-0024



14. **Section Headings.** Section headings contained herein are solely for convenience and are not in any sense to be given weight in the construction of this Agreement.

15. **Entire Agreement.** This Agreement, along with any and all Appendices and attachments, constitutes a single agreement, as well as the entire agreement with respect to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties, whether written or oral, with respect to the subject matter hereof, and may be modified or amended only by a writing signed by the party to be charged.

Your signature below confirms that you, as an authorized representative of Client, enter into this Agreement on behalf of Client.

Sincerely,

DANIEL J. EDELMAN, INC.

By: Rob Rehg
Rob Rehg
General Manager, Edelman Washington

ACCEPTED AND AGREED TO ON
THIS 2 DAY OF FEBRUARY, 2001.

AMERICAN WORLDWIDE INC.

By: John D. Moore
John D. Moore
President



APPENDIX A

PROGRAM OF OBJECTIVES

Services

Edelman shall perform the Services set forth in an agreed upon communications plan that will be developed to meet the objectives of this Program. The Services shall be comprised of public relations support including materials production, media relations, third party outreach and special event planning and execution.

Budget

The total fees for this Program are \$400,000, to be billed quarterly.

As detailed in Section 2.2 of this Agreement, the first quarterly payment of \$100,000 shall be prepaid. The next three quarterly payments of \$100,000 each will be due on: May 1, 2001; August 1, 2001; and November 1, 2001.

As detailed in Section 2.4 of this Agreement, out-of-pocket expenses for this Program shall be deducted from the total fees and internal administrative expenses shall not be charged to the Client.

