

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 General 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 .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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 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 Fleishman Hillard 1301 Connecticut Ave., NW Washington DC 20036	2. Registration No. 3774
3. Name of foreign principal The Government of Angola	4. Principal address of foreign principal

5. Indicate whether your foreign principal is one of the following type:

- 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 his nationality _____

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

- a) Branch or agency represented by the registrant. Government of Angola
- b) Name and title of official with whom registrant deals. Office of the President
General Manuel Helder Viera Dias

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

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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

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 whole 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 may be used.)

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.

Date of Exhibit A January 6, 1995	Name and Title Richard J. Sullivan Executive Vice President & Partner	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. 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.

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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, 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
Fleishman-Hillard, Inc.	Government of Angola

Check Appropriate Boxes:

- 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.
- 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.
- 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.

Consulting services on Public Relations, Government Relations, and Trade and Investment Issues.

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

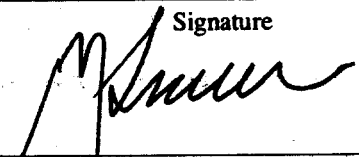
Provides advice on Public Relations, Government Relations and Promoting Trade and Investment.

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.

Fleishman-Hillard will utilize communications outreach activities, i.e., press releases, speeches and special events, to achieve the goals outlined above on behalf on Angola.

Date of Exhibit B	Name and Title	Signature
January 6, 1995	Richard J. Sullivan Executive Vice President & Partner	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging herein 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.

ENGAGEMENT AGREEMENT

This Agreement, effective November 1, 1994, sets forth the terms and conditions pursuant to which the Government of the Republic of Angola (GRA) engages Fleishman-Hillard, Inc. (F-H) to provide public relations, government relations, and trade/investment services (the "Services") to the GRA.

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SAN JUAN
TORONTO
LONDON
PARIS
BRUSSELS
DUBLIN
FRANKFURT
HONG KONG
SINGAPORE

1. SERVICES

F-H shall provide Services to the GRA under this Agreement. Services shall include customary public relations, government relations and trade/investment services.

2. COMPENSATION AND BILLING

The GRA shall remit to F-H via wire transfer the sum of \$210,000 (all amounts stated herein are in U.S. dollars) upon execution of this Agreement as a prepayment against professional fees for the first three months of this Agreement (November 1, 1994 to January 31, 1995). Thereafter, F-H shall bill the GRA on a monthly basis, \$70,000 per month, excluding expenses.

For expenses over the period of this Agreement, the GRA shall provide F-H with \$300,000. This sum will be remitted to F-H simultaneous with the above stated prepayment for fees. F-H will manage this fund, drawing on it to cover the following expenses: research, travel, postage, overnight mail, telephone calls, faxing, publications, entertainment, and other expenses necessary for the performance of this contract). F-H will draw on this fund only after consulting with the GRA. Any and all funds which are not utilized to cover expenses will be reimbursed to the GRA, if and when the contract is terminated.

F-H will submit a monthly activity report to the GRA, detailing its work for the previous month.

Should the GRA not forward payment within thirty (30) days of the start of any month, F-H has the right to stop work until such payment is received.

The Compensation outlined in this Agreement is understood and agreed to be separate from out-of-pocket expenditures by F-H on behalf of the GRA in connection with work assignments within the scope of this Agreement.

3. **PAYMENT**

Effective with F-H's monthly billing during the period February 1, 1995 to October 31, 1995, the GRA shall remit via wire transfer to F-H \$70,000 per month. This payment does not represent payments for out-of-pocket expenses described in paragraph 2. The GRA will be billed separately for those expenses.

All wire transfers shall be made directly to the account of F-H as follows:

Boatmen's National Bank of St. Louis
One Boatmen's Plaza
St. Louis, MO 63101

Account #1001010-4188-3

ABA #081000032

4. **CONFIDENTIALITY**

F-H acknowledges its responsibilities, both during and after the term of its appointment, to use all reasonable and legally permissible efforts to preserve the confidentiality of any proprietary or confidential information developed by F-H on behalf of the GRA or disclosed by the GRA to F-H.

5. **OWNERSHIP OF MATERIALS**

All materials produced at the GRA's expense by F-H shall be the property of the GRA upon receipt by F-H of payment in full for the cost of all materials and other out-of-pocket expenses plus all fees due.

6. **THIRD PARTIES**

F-H shall not retain any third parties in connection with the performance of this contract without the prior written approval of the GRA, although this shall not apply to third parties retained to provide production materials such as printing, photography, typography, etc. F-H shall not assign, transfer or make any other disposition of the Engagement Agreement or any part of the rights or obligations under the Agreement without prior written authorization.

7. **EXPANSION IN THE SCOPE OF WORK**

Should the GRA desire additional services to be performed by F-H in addition to and beyond the scope of those services discussed in preparing this Agreement, this Agreement may be amended by the mutual written consent of both parties hereto.

8. **INSPECTION**

The GRA may inspect, at the appropriate F-H office, all correspondence, contracts, books, accounts, and other materials prepared or held by F-H that are directly related to its performance of this Contract. Inspections may be made during F-H's normal business hours on five (5) business days prior written notice to F-H.

9. **FOREIGN AGENTS REGISTRATION ACT**

F-H will be responsible for and bear the cost of fees for the legally required filings in connection with the Foreign Agents Registration Act.

10. **OBJECTIVES OF THE CONTRACT**

The term of this engagement shall be for one year, beginning November 1, 1994 and concluding October 31, 1995. This Agreement may be extended or renewed at the end of this term by mutual written agreement of both parties hereto.

Either party may terminate this agreement at any time, with or without cause, by giving sixty (60) days prior written notice to the other party. During the sixty (60) day notice period, F-H and the GRA shall continue to be bound by the terms of this Agreement, F-H shall continue to provide the GRA with the services specified in this Contract, and F-H shall be paid in full for all services it performs during such 60-day period. The GRA shall also reimburse F-H for all amounts

that F-H must pay to third party vendors pursuant to any agreements that F-H has entered into in its performance of this Agreement for which F-H obtained written approval of this Agreement from the GRA prior to the date of notification of termination.

11. CONFLICTS OF INTEREST

F-H will remain cognizant to the interests and concerns of the GRA, thereby striving at all times to prevent conflicts of interests. Specifically, there can be no conflicts of interest between F-H's work for other clients and the interest of the Government of Angola.

In the event of any merger or combination of F-H with any other company, the successor entity will be bound by this Agreement. The GRA shall have the right, as stated above, for sixty (60) days from the date of such merger or combination to terminate this Agreement upon sixty (60) days written notice to F-H or the successor entity, should such merger or combination be adverse in the view of the GRA to the interest of the GRA.

12. DISPUTE RESOLUTION

The laws of the United States shall govern in any interpretation or litigation concerning this Agreement.

13. INDEMNIFICATION

In the event that either party 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 materials provided or prepared by it. F-H shall be responsible for claims arising from or in connection with materials prepared or approved by it. The infringing party shall also reimburse the non-infringing 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.

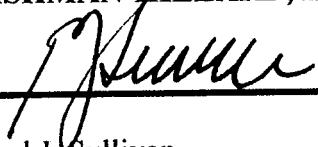
Should both parties be jointly responsible for the infringement, they agree to share the costs of defending against any such actual, pending, or threatened investigation or litigation in direct proportion to their percentage of responsibility for the infringement. Should the parties not be able to mutually agree upon each party's percentage of responsibility, they agree to have such percentage of responsibility determined pursuant to Section 12 above.

14. **SURVIVAL**

Paragraphs 4, 12, and 13 shall survive the termination of this Contract.

FLEISHMAN-HILLARD, INC.

By: _____



Richard J. Sullivan
Executive Vice President &
Senior Partner

Date: November 1, 1994

GOVERNMENT OF ANGOLA

By: Manuel Helder Vieira Dias /r

Gen. Manuel Helder Vieira Dias
Office of the President
Government of the Republic of Angola

Date: November 1, 1994
