

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 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 .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.	2. Registration No. 5003
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3. Name of Foreign Principal
Government of the Democratic Republic of the Congo

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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. provide the Government of the Democratic Republic of the Congo with consulting, public relations, and strategic planning services.

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

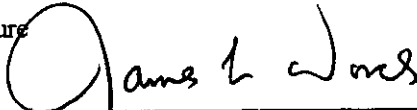
1. Analyze the Democratic Republic of the Congo's relationship with the United States, including the U.S. Government, media, and business community.
2. Conduct public/media relations to solidify/enhance/create awareness of positive political, economic, and social conditions in the country.
3. Provide strategic advice to the leadership of the Government of the Democratic Republic of the Congo, as requested.
4. Advise and assist in developing the peace process.

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 Democratic Republic of the Congo Embassy, to media and opinion makers, arrange press briefings, prepare and distribute press releases, and place advertisements.

Date of Exhibit B 21 June 2000	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.

SERVICES CONTRACT

Contrat made between Cohen and Woods International, Inc. (hereafter *CWI*), at 1621 North Kent Street, Suite 1619, Arlington, VA 22209 U.S.A. and the Government of the Democratic Republic of Congo (hereafter *DROC*). *CWI* and *DROC* are also referred to hereafter as "the Parties."

ENGAGEMENT

CWI is willing to be contracted and *DROC* is willing to contract *CWI* under the conditions set forth herein.

CWI will provide services to *DROC* as set forth below in a separate Work Program document, to be mutually agreed between *CWI* and the Minister of Justice of *DROC*.

PURPOSE

The principal purposes of this contract are to assist *DROC* in building a more constructive relationship with the Government of the United States, certain International Financial institutions, and the business and investment community of the United States; and to assist *DROC* in dealing with the current crisis in Central Africa, including advice and assistance with associated negotiations. More specific tasks will be defined and agreed to between *CWI* and *DROC* in the separate Work Program document.

COMPENSATION

DROC agrees that *CWI* will receive as compensation for the work detailed herein a fee of \$ 250,000.00 (Two Hundred and Fifty Thousand U.S. Dollars), which will be broken down as follows: A payment of \$ 200,000.00 (Two hundred Thousand US Dollars) will be for services provided by Cohen and Woods International, USA. A first installment of \$ 100,000.00 will be due no later than 24 January 2000, the second installment of \$ 100,00.00 will be due on or before 24 July 2000. These payments to Cohen and Woods International, USA may be wired directly to the following account:

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

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The balance of \$ 50,000.00 (Fifty Thousand US Dollars) will cover the costs of maintaining the Cohen and Woods Kinshasa liaison office. The first intallment of \$ 25,000.00 (Twenty Five Thousand US Dollars) will be due no later than 24 January 2000, the second installment of \$ 25, 000. 00 (Twenty Five Thousand US Dollars) will be due on or before 24 July 2000. Payments for the maintainance of the Cohen and Woods Kinshasa liaison office may either be paid into above account for disbursement by Cohen and Woods International to the person responsible for that office or, if the DROC prefers, directly to the Kinshasa office.

In the event mutually agreed additional work requires suppelemental funding, that shall be agreed in writing by the two Parties.

TERM/RENEWAL

This contract, and the associated performance of the agreed Work Program, is subscribed through 24 January 2001. Renewal may be accomplished by the agreement of both Parties in writing.

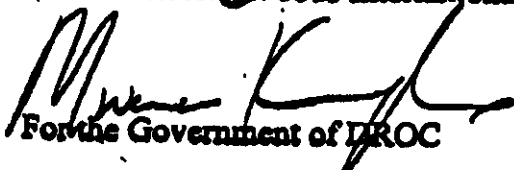
AMENDMENT OF CONTRACT

This contract and the referenced Work Program document make up the complete contract between the Parties. No amendment is valid unless it is in writing and duly executed by the signatures of both Parties.

ACCEPTANCE/DATES


For Cohen and Woods International, Inc. Date

March 27, 2000


For the Government of DROC Date

March 27, 2000