

REVISED

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 OIC SERVICES, INC.	2. Registration No. 5481
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3. Name of Foreign Principal
CONSULHO NACIONAL DE CARGADORES DE ANGOLA (C.N.C.)

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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. **ATTACHED COPY OF ADDENDUM**
- 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.

UNDER THE PORT REGULATION OF THE GOVERNMENT OF ANGOLA AND PRIOR TO THE ARRIVAL OF VESSELS IN ANGOLA, DATA PROCESSING FEES MUST BE PAID AND LOADING CERTIFICATES MUST BE ISSUED. WE ARE RESPONSIBLE FOR THE ISSUANCE OF THE CERTIFICATE AND THE COLLECTION OF THE FEES FOR THE VESSELS AND NYOCC AND SHIPPERS AND TRANSFER SAME BACK TO THE OFFICE IN ANGOLA. WE ALSO KEEP RECORDS ON ALL ISSUED LOADING CERTIFICATES.

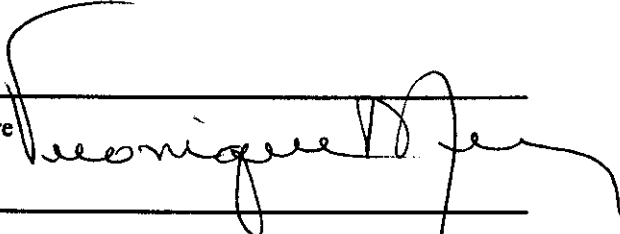
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

TYPE LOADING CERTIFICATES AND ISSUE TO THE SHIPPERS, PROCESS AND STAMP THE CARGO MANIFEST AND RETURN SAME TO THE VESSEL'S OWNERS. COLLECT THE FEES FROM THE: SHIPPERS, NVOCC AND VESSELS. TRANSFER THE SAME TO THE OFFICE IN ANGOLA. KEEP RECORDS OF THE LOADING CERTIFICATES AND SEND MONTHLY STATEMENTS OF ACTIVITIES.

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.

NOT APPLICABLE

Date of Exhibit B FEBRUARY 1 2003	Name and Title V.M. DURNERIN-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.

AGENCY AGREEMENT DATED 1/5/00)

Between:

The C.N.C. – Conselho Nacional de Carregadores , a Government body, domiciled in Luanda, Palácio de Vidro, 5.º Andar, Largo 4 de Fevereiro, Caixa postal 2223, República de Angola, Tel. nº00 2442 31 00 70 ; 31 13 39; 31 13 40; 31 13 41 and 31 00 97, Fax n.º00 244 2 31 17 76 and 31 05 55, duly represented by **Mr. José Tomás, its Executive Secretary,**

And

OIC Services Inc., a company incorporated under the Texas laws of the United States of America whoseregistered officeis 12337 Jones Roads, suite 301, Houston, Texas 77070, United States of America, telephone no. 1.832-912-6820 fax no. 1.832-912-6864, duly represented by Mrs. Veronique M. Durnerin, its President,

hereinafter called "the Agent".

ADDENDUM

The following articles of the above-mentioned Agency Agreement shall be redrafted as follows:

ARTICLE IV.1. – ALWAYS SHALL THE AGENT

IV.1.2. Keep in close contact, inform and/or update the C.N.C. – Conselho Nacional de Carregadores , the shippers, ship-owners, shipping agents, forwards and all information concerning the good functioning of the " Loading Certificate" procedure

IV.1.5. Ensure that the " Loading Certificate" is properly and completely filled out, namely as to the exhaustiveness and correctness of the following information:

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IV.1.5. a. all quantities, weights and volumes for break-bulk cargo
 IV.1.5 .b. each container number for all types of TEU and/or FEU containers
 IV.1.5 .c. the import licence, if available at time of shipment and,
 IV.1.5. d. demand from the ship –owners the regularization of the “Loading Certificates” issued at the port of origin of the merchandise, since they are the sole responsible for that.
IV.1.12.a. The Agent shall send the C.N.C. – Conselho Nacional de Carregadores , in LUANDA, twice a week, the summary of the issued “Loading Certificates” by fax and e-mail. The copies of the said Certificates and its Bills of Lading (B/L) shall be sent to C.N.C. – Conselho Nacional de Carregadores , in Luanda, via DHL.

ARTICLE VI.4. - REVENUES

VI.4.5.

LCL(groupage container).....US\$5.00.....per T/M3 (including automobiles)

After having collected the revenues mentioned in the articles VI.4.3., VI.4.4 of the original contract, and in the article VI.4.5, of the present addendum, the Agent shall transfer them directly to the C.N.C. – Conselho Nacional de Carregadores , 15 days later to the above bank account.

ARTICLE VI.7. – INCOME

VI.7.1 Loading Certificates.....Full income less US\$ 10

VI.7.2 All types of cargos/freights..... on freight commissions collected

VI.7.5. After having collected the revenues mentioned in the article VI.7.1.and VI.7.2, the Agent shall transfer them directly to the C.N.C. – Conselho Nacional de Carregadores in LUANDA 15 days later to the underdescribed Bank account:

B.A.I. – Banco Africano de Investimentos, SARL.
Rua Major Kanyangulo nº-34,
Fax 002442335486
Tif: 002442336814-335749
Caixa Postal 6022 Luanda
ANGOLA

Beneficiary Customer : C.N.C. – Conselho Nacional de Carregadores n.º: 849227/15/01
Swift code : BAIPAOLU
Intermediary Bank: HSBC, NY
Bank Address: 452 Fifth Avenue, New York, NY 10018
Swift Code: MRMDUS33
Account Number: 3306347

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ARTICLE XII – DURATION OF THE AGREEMENT

The agency agreement is valid until the 31st of December 2003, starting on the date of the signature of this addendum. It shall be renewable each time for one year by express and written agreement of both parties, at previous request from the C.N.C. – Conselho Nacional de Carregadores

Either the Agent or the C.N.C. are entitled to terminate the agency agreement at any time by giving the other party a (minimum) three-month time notice. Such notice shall be served to the other party by fax and confirmed by way of a registered letter. No compensation or indemnity shall be due to either party.

ARTICLE XVII – CONVENANTS

The Agents agrees and covenants with the C.N.C. – Conselho Nacional de Carreadores , that wherever the acronym C.N.C. appears throughout the terms of the present agreement, this refers only to the C.N.C. – Conselho Nacional de Carregadores in Luanda. Accordingly, all incoming and outgoing communications between the Agent and de C.N.C. – Conselho Nacional de Carregadores , in Luanda, which is the sole responsible for the direct organization, coordination and management of the C.N.C.'s agent network.

ARTICLE XVIII – ANNOUMCEMENTS

Upon acceptance and execution of the present agreement, the agent hereby undertakes to arrange at its own cost and expenses, as many press releases as necessary, in as many countries as placed under is jurisdiction in order to advertise concerned parties and/or official bodies relevant to its zone of authority, namely as to:

XVIII-I-

The continuation of its C.N.C. – Conselho Nacvional de Carregadores appointment, specifying its zone of authority,

VVIII-II-

A copy of such press releases shall be handed over to the C.N.C. – Conselho Nacional de Carregadores in Luanda upon publication in magazines as appropriate.



ARTICLE XIX – FINAL PROVISION

The present agreement is to be kept strictly private and confidential and no information relating to its provisions as herein contained shall transpire.

Any notice served under this agreement shall be sent by fax and confirmed by registered mail. The address to which the notice is to be served to either party is the one shown in page n°1 of this agreement

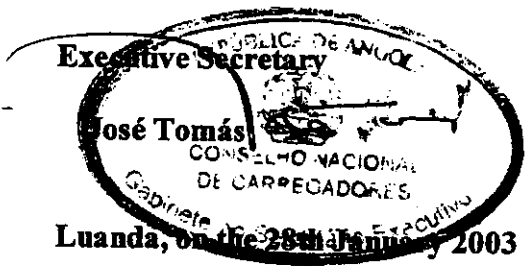
All the articles of the Agency Contract that are not modified by the present Addendum shall remain unchanged.

ARTICLE XX-PUBLIC INTEREST

By Angolan Government decision, and Public interest duly settled, the present agreement can be rescinded without right to any indemnity, so that the CNC is to communicate to the Agent within reasonable time but never less than 30 days.

This Addendum has been drafted in two original copies, one for the C.N.C. – Conselho Nacional de Carregadores , and one for the agent.

For and on behalf of the CNC-Conselho Nacional de Carregadores



 EXECUTIVE SECRETARY

 José Tomás

 CONSELHO NACIONAL DE CARREGADORES

 Gabinete do Executivo

 Luanda, on the 28th January 2003

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For and on behalf of the Agent

Signature
Veronique M. Durnerin - President

Date: February 1, 2003

[Handwritten signature]