U.S. Department of Justice
Washington, DC 20530

REVISED

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, an amended

OMB NO. 1105-0007

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 | 2. Registration No. |
|---|---|
| Patton Boggs LLP | 2165 |

3. Name of Foreign Principal

Sociedade Nacional de Combustiveis de Angola (SONANGOL)/Republic 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.

Not Applicable

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.

Not Applicable

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

Assist SONANGOL in matters before the Export-Import Bank of the United States. On behalf of, and partly for the benefit of, SONANGOL, assist the Government of Angola in its relations with the United States Government, with particular emphasis on Angola's status as a supplier of oil to the United States.



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

Meet with government officials in Luanda and U.S.; meet with U.S. officials as appropriate.

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.

Activities may include preparation of legal, policy or other materials or presentation to Legislative and Executive branch officials.

| Date of Exhibit B | Name and Title | Signature |
|---|---|---|
| July 31, 2002 | Stuart M. Pape<br>Managing Partner | Stuart Pape |

Footnote: Political activities 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.

PATTON BOGGS LLP
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June 11, 2002

Mark D. Cowan
(202) 457-6401
mcowan@pattonboggs.com

Eng.° Manuel Vicente
President
Sonangol
Rua 1 Congresso do MPLA 8-16
Luanda, Republic of Angola

Re: Engagement of Patton Boggs LLP

Dear Eng.° Vicente:

Thank you for retaining Patton Boggs, LLP to represent Sonangol. Patton Boggs, through Sonangol, will assist in Angola's comprehensive public affairs efforts to better its overall relations with the United States.

To ensure that Sonangol and we have a common understanding of the terms of our representation and to comply with the rules of professional conduct for the jurisdictions in which we practice, I have enclosed a statement describing the standard terms of engagement for legal services to be provided by Patton Boggs, LLP. The terms of engagement cover such matters as our procedure for handling potential conflicts of interest, fees, costs and expenses, billing arrangements and terms of payment. Please review the document carefully to ensure that it comports with your understanding. This letter supplements and modifies the enclosed terms of engagement.

Thomas H. Boggs, Jr., Joseph L. Brand, and I will be primarily responsible for the oversight of work done on behalf of Sonangol and will supervise the lawyers and other professionals who may work on this project. I anticipate that associates, staff attorneys, legal assistants, specialists and/or in-house consultants will assist in the matter.

The fees for our work, including expenses, will be in the form of a fixed retainer of US$2,200,000.00, payable quarterly as follows:

- First quarter $550,000.00 – upon signature of this engagement letter
- Second quarter $550,000.00 – July 15, 2002
- Third quarter $550,000.00 – October 15, 2002
- Fourth quarter $550,000.00 – January 15, 2003

You and we understand that a portion of our fees will be used to retain consultants such as public relations, communications, or similar contractors, for example, American Worldwide Inc. for commercial expertise. We will annually disclose to you the names of and amounts paid to any consultant retained by us on your behalf.

The contractual period of this agreement is one year commencing May 1, 2002 and ending April 30, 2003 . This agreement may be renewed by mutual agreement thirty days before its expiration. Transactional work required for projects, such as the Export-Import Bank, will be billed separately on a monthly basis against estimates agreed to by you. These terms remain in full effect until modified by both parties.

We will require, upon signature of this agreement, your first quarterly payment of $550,000.00 to be wire transferred to:

Patton Boggs, L.L.P.
RIGGS Bank
800 17th Street, N.W.
Washington, D.C. 20074
Account number: 172 99096
ABA Number: 054 000 030
Attention: Mark D. Cowan and Joseph L. Brand

If these terms and conditions, including those set forth in the terms of engagement, meet with your approval, I would appreciate your acknowledging acceptance of both documents by signing and returning the enclosed copy of this letter.

We look forward to working with Sonangol to achieve successful results.

Sincerely yours,

Mark D. Cowan for PATTON BOGGS LLP

AGREED TO AND ACCEPTED:
SONANGOL

By: _____
Eng.° Manuel Vicente, President

# PATTON BOGGS LLP

## Standard Terms of Engagement for Legal Services

We appreciate your selection of our Firm to represent you. The purpose of this statement is to provide you with important information about the scope of this engagement, our fees and billing policies, and other terms that will govern our relationship. While we do not wish to begin this relationship on an unduly formal footing, it has been our experience that this statement is helpful to both the client and the Firm.

Unless modified by the engagement letter forwarded along with this enclosure, this statement sets forth the standard terms of our engagement as your lawyers. We therefore ask that you carefully review it to ensure that it comports with your understanding of our respective responsibilities. If you have any questions concerning the matters discussed below, please contact us promptly so that we may address them with you. We suggest that you retain a copy of this statement with your signed copy of the accompanying engagement letter, as these terms will be an integral part of our agreement with you.

### The Scope of Our Engagement

The accompanying engagement letter describes the work we are to perform on your behalf. We want you to have a clear understanding of the legal services we will provide, and encourage you to review the letter and to discuss with us any questions you may have concerning these services.

We will at all times act on your behalf to the best of our ability. During the course of our representation, you may seek our professional opinion regarding the likely outcome of your legal matters. Any expressions (solicited or otherwise) on our part concerning such possible outcomes are expressions of our best professional judgment, but are not guarantees.

Before we begin representing a particular client, we try to determine whether there are any conflicts of interest that would interfere with our representation of that client's interests. Should we determine in the course of our representation that a conflict has arisen, we will promptly notify you. We similarly ask you to notify us if you become aware of any potential conflicts of interest. If either you or we conclude that our representation should or must be terminated, we will do our best to protect your interests by assisting in providing a smooth transition to new counsel.

It is our policy that we represent only the person or entity that is specifically identified in our accompanying engagement letter and not any affiliates of that person or entity. This means that if you are a corporation or partnership, or governmental agency or department, our engagement does not include representation of any parents, subsidiaries or affiliates, or other agencies or departments. Nor does it include representation of any employees, officers, directors, shareholders of the corporation or partners of the partnership, or agency or department, or commonly owned corporations, joint ventures or other corporate, governmental or contractual affiliates or partnerships. If you are an association, our representation does not include representation of any of your individual members.

Accordingly, for conflict of interest purposes, by signing the enclosed engagement letter, you are agreeing that we may represent another client with interests adverse to any such affiliate or individual association member without obtaining your further consent. Whether we will do so will depend on several factors, including the jurisdiction in which the representation will be undertaken and whether (i) the adverse matter is the same as, or substantially related to, the matter on which the Firm is representing you; (ii) there is a risk of adverse use or unauthorized disclosure of confidences or secrets obtained during our representation of you; (iii) the representation likely will have a material adverse effect on your financial condition; or (iv) the other client would be adverse to an entity which is your "alter ego."

We also wish to emphasize that Patton Boggs LLP provides a wide array of legal services to many clients around the world. These services include legislative and administrative representation on matters that may affect your interests, directly or indirectly. Therefore, as a condition of our undertaking to represent any client on a particular matter as described in our accompanying engagement letter, we ask each of our clients to waive objection to any conflict of interest that might be deemed to be created by our representation of other clients in legislative or administrative policy matters that are unrelated to the specific representation we have been asked to undertake on their behalf. Your waiver will permit us to represent another client in advocating a change in law or policy in areas such as environmental or business regulation, international trade, health care, or taxation, even if the policy we advocate would or might have a direct or indirect adverse impact upon your interests. It is also possible that some of our current or future clients will have disputes with you during the time we are representing you. We therefore also ask each of our clients to agree that we may continue to represent or may undertake in the future

to represent existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those unrelated matters are directly adverse to yours. We agree, however, that your prospective consent to conflicting representation shall not apply in any matter that is substantially related to the subject matter of our representation of you, or as to which we have obtained from you sensitive, proprietary or other confidential information of a non-public nature that, if known to any other such client of ours, could be used by such client to the material disadvantage of your interests. We emphasize that the consent requested covers only matters that are unrelated to the work for which you are currently engaging us, and we would not undertake any representation that is related in any material way to the current matter. In all cases, we will preserve the confidentiality of all non-public information that you provide us. Your signature on the attached engagement letter will constitute your agreement to the waivers requested in this paragraph. (We recognize that, in certain jurisdictions, governmental agencies, unlike private parties, may not consent to adverse representation by its counsel even in unrelated matters.)

It is also our policy that the attorney-client relationship will terminate upon our completion of any services that you have retained us to perform. We hope, of course, that you will choose to retain our Firm to perform further or additional services. Should you do so, our attorney-client relationship will be re-established subject to these terms of engagement, as they may be supplemented at that time.

## Who Will Provide the Legal Services

Your representation will be supervised by the principal attorney specified in the accompanying engagement letter. Subject to the principal attorney's supervision, other lawyers, in-house specialists and consultants and/or legal assistants (paralegals) in the Firm may perform services on your behalf. The staffing decisions are made by the principal attorney with the objective of rendering timely and cost-effective services to you. Whenever practicable, we will advise you of the names of those attorneys, in-house specialists and consultants and legal assistants who work on your matters.

## How Fees Will Be Set

Fees for services rendered will be based on the reasonable value of those services as determined in accordance with the codes of professional responsibility for the jurisdictions in which we

practice. Fees for our work will be based primarily on a fixed annual retainer as outlined in the accompanying engagement letter. Fees for transactional work required for projects will be billed separately under mutually agreed to budgets and will be based on our standard hourly billing rates in effect at the time the work is performed and the numbers of hours worked. Each attorney, legal assistant (paralegal), law clerk, and in-house specialist and consultant is assigned a standard hourly billing rate, based on the person's experience, years of practice, special expertise, and professional achievement. The Firm typically adjusts these rates on an annual basis to reflect current levels of legal experience, changes in overhead costs and other factors.

Time for which a client will be charged will include, among other things, telephone and office conferences with the client, witnesses, consultants, court personnel and others; conferences among our legal personnel; factual investigations; legal research; preparation of responses to clients' requests for us to provide information to their auditors; drafting of letters, pleadings, briefs, memoranda and other documents; travel time; and time in depositions, other discovery proceedings and in court. We charge our time in units of one quarter of an hour.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible we will furnish an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. All estimates are subject to unforeseen circumstances and are by their nature inexact.

## Costs and Expenses

In addition to our fees for legal services, we also charge for certain costs and expenses incurred in performing those services, which are included in your quarterly fees. These expenses may include costs of photocopying, messenger and delivery service, computerized research, travel, long-distance telephone calls, telecopying, filing fees, staff overtime expenses and other similar costs and expenses. Certain of these items may be charged at more than our direct cost to cover our overhead. For this engagement, fees and expenses of experts and consultants will be the responsibility of the firm. We will annually disclose to you the names of and amounts paid to any outside consultant retained by us on your behalf.

We reserve the right to make at your expense and retain copies of all documents generated or received by us in the course of our representation. When you request documents from us, copies

that we generate shall also be made at your expense, including both professional fees for time expended in reviewing files to be copied and reproduction costs.

## Billing Arrangements and Terms of Payment

We will expect quarterly payments 15 days in advance of the due date for each payment as outlined in our engagement letter. If any quarterly payment is not paid in full within thirty days of its due date, then we may assess a late charge on the unpaid balance at the rate of 1.0% per month until full payment is made.

It is our general policy to ask for an advance payment (which we sometimes refer to as a retainer or a deposit) against which we will charge our fees and expenses. Such advance payments are not refundable unless mutually agreed otherwise by you and the firm. Agreed upon amounts for monthly representation or for specific assignments are not considered "advance payments."

We will notify you promptly if your account becomes delinquent, and you agree to bring the account or the advance deposit current when so notified. If the delinquency continues and you do not arrange satisfactory payment terms, we reserve the right to postpone or defer providing additional services or to withdraw from the representation and pursue collection of your account. If collection activities are necessary, you agree to pay to us any costs we may incur in collecting the debt, including court costs, filing fees and a reasonable attorney's fee.

## Termination of Representation

You may terminate our representation at any time, with or without cause, by notifying us. If such termination occurs, upon your request, we will promptly return to you any papers or property that you have given to us, subject to our rights, where permitted by applicable rules of professional conduct, to retain such papers or property as security for the payment of any outstanding fees, costs or expenses. We will retain our own work-product pertaining to the case for a reasonable period of time after such termination. It is our general policy not to retain copies of files or other records relating to an engagement for more than five years after completion of the services you have asked us to perform. Thereafter, we destroy those files unless the client tells us otherwise. If you want us to keep files for a longer period of time, please tell us. Your termination of our services will not affect your responsibility for payment of legal services rendered and costs and expenses incurred before termination and in connection with an

orderly transition of the matter. In terms of a retainer relationship where a minimum period of retention is agreed to, early termination will not absolve you of your responsibility for all agreed to fees for the specified time period.

We are subject to the rules of professional responsibility for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example: nonpayment of fees or costs, misrepresentation of or failure to disclose material facts, action contrary to our advice, conflict of interest with another client or, if in our judgment, any fact or circumstance would render our continuing representation unlawful or unethical. If withdrawal ever becomes necessary, we will take all reasonable measures to ensure a smooth transition to new counsel. Your signature on the engagement letter accompanying this statement constitutes your agreement not to contest our motion to withdraw from any court or administrative proceeding in these circumstances.

## Insurance Coverage

It is possible that you may have insurance policies relating to a matter with respect to which you request our assistance. You should carefully check all policies and, if coverage may be available, notify the insurance company about the matters as soon as possible. We do not undertake any responsibility to advise you as to the existence, applicability or availability of insurance coverage for any of the matters to be handled by us unless you have provided us with copies of your policies of insurance and expressly request our advice as to potential coverage under those policies. If an insurance company undertakes the payment of any portion of our statements, you will still remain responsible for any amounts not paid by the insurance company.