

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 Noble International, Inc. 3848 - 35th Avenue South Minneapolis, MN 55406	2. Registration No. 4235
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3. Name of foreign principal United Republic of Cameroon	4. Principal address of foreign principal Yaounde, Cameroon
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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 Committee

Corporation Voluntary group

Association Other (specify) _____

Individual—State his nationality _____

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

a) Branch or agency represented by the registrant. **President, Ministry of Urbanism & Habitat**

b) Name and title of official with whom registrant deals. **Paul Biya, President
Ferninand-Leopold Oyono, Minister**

7. If the foreign principal is a foreign political party, state: **Not applicable**

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party, state: **Not applicable**

a) State the nature of the business or activity of this foreign principal

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b) Is this foreign principal

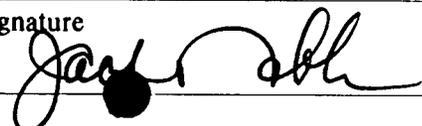
- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by 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.

Not applicable

Date of Exhibit A	Name and Title	Signature
December 14, 1988	Jack Noble, Chairman	

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 duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Noble International, Inc.	United Republic of Cameroon

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 two 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 two 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 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.

There is no agreement or understanding at the present time.
A contract is being negotiated. When concluded, a new Exhibit B will be filed.

4/6/89 - See Attached.

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

It is contemplated that the registrant will assist the United Republic of Cameroon in obtaining a medium-term commercial loan in the range of U.S. \$100 - 350 million.

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

The registrant will assist the borrower in locating loan transaction participants; lenders, insurers and buyers of the commodities used to secure repayment of the loan. The registrant will also assist in negotiating terms of the loan and in closing it.

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 (possibly)

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.

Approach members of Congress and U.S. agencies to enlist support for this loan transaction.

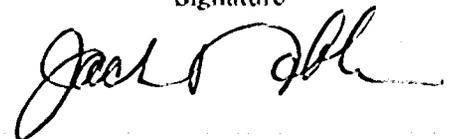
Date of Exhibit B

December 14, 1988

Name and Title

Jack Noble, Chairman

Signature



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 therein 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.

REPUBLIC OF CAMEROUN
MINISTRY OF TOWN PLANNING AND HOUSING

NEW YORK, NEW YORK

MARCH 29th, 1989

TO : JACK NOBLE, CHAIRMAN
NOBLE INTERNATIONAL, INC.
3848 35TH AVENUE SOUTH
MINNEAPOLIS, MN. 55406 U.S.A.

AND

TO : DANIEL NDE CHE/ H. YOUNG
NATIONAL CONSTRUCTION CO.LTD.
B.P. 11408, YAOUNDE,
REPUBLIC OF CAMEROUN

SUBJECT : APPOINTMENT AS AGENT AND FEE AGREEMENT

On behalf of the Government of the Republic of Cameroun,
(the "Government") the undersigned Ferinand-Leopold OYONO, (the "Minister")
hereby appoints NOBLE INTERNATIONAL, INC. ("NOBLE") and the NATIONAL CONSTRUCTION CO.
LTD. ("NCCL") as agent and financial advisor to the Government for the purpose of
arranging a financing facility (the "Facility") in the amount of at least,
One Hundred Million U.S. Dollars (US\$100,000,000) and up to Four Hundred Fifty
Million U.S. Dollars (US\$450,000,000).

This appointment is made upon and subject to the following terms and
conditions :

1- The Facility will provide for Borrowing (the "Borrowings") by the
Government from financial institutions including, without limitation, North American
Banks and/or International Trading Companies (the "Lenders") for a term of up to
(5) five years with repayment to be made from the proceeds of sales of certain
commodities (the "Commodities") by the Government to certain United States buyers
(the "Buyers") who will enter into long-term purchase agreements with the Government.
The Commodities are to consist of the following :

(a) Crude Oil (Lokele and Kole) in specified monthly quantities of between
500,000 BBL and one million (1,000,000) Barrels;

(b) Cocoa in specified monthly quantities upto (25%) of the estimated
annual production of the Republic of Cameroun; and

(c) Coffee in specified monthly quantities upto (25%) of the estimated
annual production of the Republic of Cameroun.

2- NOBLE and NCCL, shall be required to make their best efforts to
identify and shall conduct preliminary discussions with potential Lenders and Buyers
and they shall keep the Minister apprised of those efforts and of the general terms
and conditions on which it appears likely that the Facility can be established.
NOBLE and NCCL, shall neither have nor represent that they have any authority to
commit or bind the Minister or the Government in any way.

3- As compensation for their services in connection with the establishment
of the Facility, the Government agrees to pay to NOBLE/NCCL a fee of (3%) payable
upon completion of the Facility Agreement from the proceeds of the Borrowings, which
shall be for the maximum Borrowings of (US\$450,000,000) or three percent of the gross
amount of the loan committed at the time of approval and accepted by the Government.
Payment of the three percent shall be (1%) for NOBLE and (2%) for NCCL.

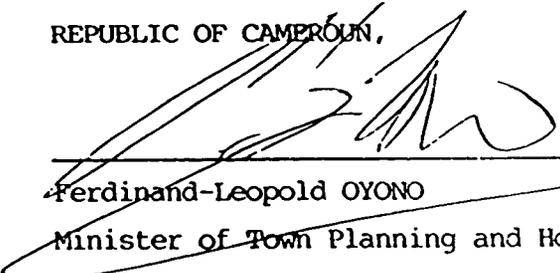
The Government undertakes to cause the Facility Agreement to provide for payment of the compensation due to NOBLE/NOCL directly by the Lenders and Buyers. All fees would be divided as follows; (33.34% for NOBLE) and (66.66% for NOCL).

4- As further consideration to NOBLE/NOCL, the Government agrees not to obtain financing from their Lenders and/or Buyers either directly or through third parties, without the express written consent of NOBLE/NOCL for a period of 120 months from the date of this agreement. The Government agrees to compensate NOBLE/NOCL under this agreement, if the Facility and future Facilities are established anytime within 120 months of the date of this agreement.

5- This agreement shall be governed by the Laws of the State of New York, and in the event, it becomes necessary to file a lawsuit to enforce any provisions of this agreement, the prevailing party shall receive reasonable Attorney fees and all cost of collection. The parties agree that any dispute, arising under this agreement shall be resolved by a court of competent Jurisdiction in the State of New York, U.S.A.

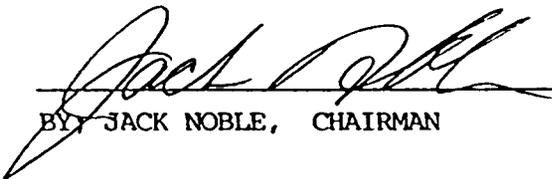
If the foregoing is in accordance with your understanding, kindly confirm your acceptance by signing and returning the enclosed duplicates of this letter which will constitute an agreement between us.

FOR THE GOVERNMENT OF THE
REPUBLIC OF CAMEROUN,



Ferdinand-Leopold OYONO
Minister of Town Planning and Housing

ACCEPTED BY :
NOBLE INTERNATIONAL, INC.

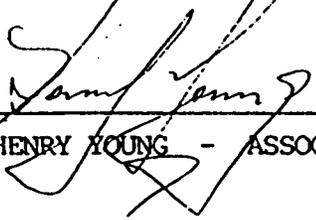


BY: JACK NOBLE, CHAIRMAN

ACCEPTED BY :
NATIONAL CONSTRUCTION CO. LTD.



BY: DANIEL NDE CHE, DIR. GENERAL



BY: HENRY YOUNG - ASSOCIATE