

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 Barron Birrell, Incorporated 3222 M Street, N.W. Washington, D.C. 20007-3646	2. Registration No. 4729
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3. Name of foreign principal The Federal Republic of Nigeria	4. Principal address of foreign principal Abuja, Nigeria
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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
 - 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.
Executive Branch
- b) Name and title of official with whom registrant deals.
Mr. D.O. Adedeji, Ministry of Foreign Affairs

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

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

N/A

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.)

N/A

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.

N/A

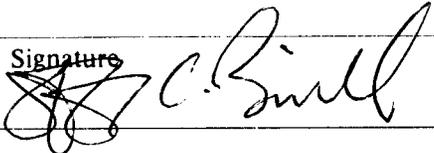
Date of Exhibit 06/29/1992	Name and Title Jeffrey C. Birrell President & CEO	Signature 
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Exhibit B
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1095-0007
Approval Expires Nov. 30, 1994

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, DC, 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC, 20503.

Name of Registrant

Name of Foreign Principal

Barron Birrell, Incorporated

The Federal Republic of Nigeria

Check Appropriate Boxes:

1. 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.
2. 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.
3. 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.

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

Per attached contract.

BARRON • BIRRELL

INCORPORATED

Georgetown Park
3222 M Street, NW, Fifth Floor
Washington, DC 20007-3648
Telephone: (202) 339-5393
FAX: (202) 338-5391

October 21, 1992

Mr. D.O. Adedeji
Ministry of Foreign Affairs
The Federal Republic of Nigeria

A Letter of Agreement

For

The Retention of Barron•Birrell, Inc.

This letter sets forth the terms and conditions for the retention of Barron•Birrell, Inc., (hereafter the "firm"), by THE FEDERAL REPUBLIC OF NIGERIA, (hereafter "the client"), to provide public relations, government affairs, financial relations and economic development consulting services and to provide services in connection with such other matters as shall be referred to the firm from time-to-time by the client.

In consideration of the firm's agreement to provide these services to the client, the client shall pay to the firm a fee of FOUR HUNDRED AND FIFTY THOUSAND US DOLLARS (USD \$450,000.00) per 180 days. Compensation shall be in two equal installments. The first installment shall be paid upon the execution of this agreement. All subsequent invoices for services will be issued by the firm and due for services rendered in advance.

Ordinary expenses incurred, such as telex, telephone, reproduction, and other out-of-pocket expenses shall be borne by the firm. Other extraordinary expenses such as foreign travel and other non-recurring expenses shall be undertaken only after consultation and with expressed approval. These expenses will be billed back. Under no circumstances will expenses be billed back with a service charge. An expense deposit of ONE HUNDRED THOUSAND US DOLLARS (USD \$100,000) will be provided with the initial fee and shall be provided for in a standard expense report and all overages will be credited to future expenses or returned to the Republic at the end of the contract.

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Invoices generated by the firm for fees and extraordinary expenses will be submitted by the firm in a timely manner and shall be due and payable upon receipt.

It is agreed that the firm is an independent contractor, without the power to bind, act for or obligate the client expressly, impliedly, or in any manner unless the client provides otherwise in writing.

This agreement shall be effective as of the date upon which it is executed and shall remain in effect for a period of 180 days. This agreement may be terminated by either party upon 30 days written notice for cause.

If the terms of our agreement as outlined in this letter are acceptable, please have this agreement executed under the word "Accepted" and return it to me. Please keep one copy for your files.

Very sincerely yours,

BARRON-BIRRELL, INC.

By: *Jeffrey C. Birrell*
Jeffrey C. Birrell
President & CEO

Date: October 21, 1992

ACCEPTED:

THE FEDERAL REPUBLIC OF NIGERIA

By: *[Signature]*

Title: Director, *[Signature]*

Date: 22/10/92