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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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 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 <i>BARRON-BIRRELL, Inc. 1101 30th St. N.W. #500 Washington, DC 20007</i>	2. Registration No. <i>5363</i>
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3. Name of foreign principal <i>EL Hajj Omar Bongo President The Gabonese Republic</i>	4. Principal address of foreign principal <i>Office of the President Libreville, Gabon</i>
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5. Indicate whether your foreign principal is one of the following:

- 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 nationality _____

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

- a) Branch or agency represented by the registrant. *Executive*
- b) Name and title of official with whom registrant deals. *EL Hajj Omar Bongo, President*

7. If the foreign principal is a foreign political party, state:

- a) Principal address. *N/A*
- 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,

N/A

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

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes No

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

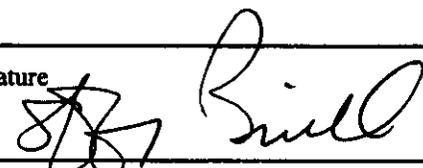
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must 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 A 9/16/02	Name and Title Jeffrey C. Burrell President & CEO	Signature 
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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.

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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.

1. Name of Registrant <i>BARRON-BIRRELL, Inc.</i>	2. Registration No. <i>5363</i>
3. Name of Foreign Principal <i>EL HAOJ OMAR BONGO President Gabonese Republic</i>	

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.

The Registrant will provide public relations, government relations and other consulting services to the Foreign Principal. The terms of this Agreement are outlined in the attached written Agreement.

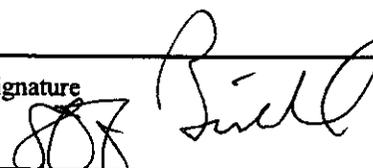
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Registrant will advise the foreign principal on economic development, environmental conservation and other matters as they are directed to the Registrant by the foreign principal from time - to - time.

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.

It is expected that the Registrant will present the issues of the foreign principal to members of the Legislative and Executive branches of the U.S. government in the areas of economic development and environmental conservation.

Date of Exhibit B 9/16/02	Name and Title Jeffrey C. Bennett 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.

BARRON-BIRRELL

INCORPORATED

GEORGETOWN PLACE
1101 SOUTH STREET, NW, 5TH FLOOR
WASHINGTON, DC 20007-3708
TELEPHONE: (202) 338-3393
FAX: (202) 338-3391**Contract**

This contract forms an agreement between El Hadj Omar Bongo, President of the Gabonese Republic, hereinafter, "the client," and Barron-Birrell, Inc., hereinafter, "the firm."

- (1) The firm will provide the client with a range of consulting services related to the economic development of Gabon and will provide other consulting services on matters referred to the firm by the client.
- (2) In consideration of the firm's agreement to provide the aforementioned services to the client, the client agrees to pay the firm a sum of \$100,000 (USD) per quarter, in advance, for a period of two years. This contract will renew automatically unless terminated, by either party, 90 days in advance of the date of its expiration.
- (3) This contract shall be governed by U.S. and Gabonese law. Any dispute that arises under this agreement shall be settled, in Washington, D.C., by binding arbitration and conducted in accordance with the standard rules of the American Arbitration Association.
- (4) The client will hold harmless the firm. The client will indemnify the firm from any litigation arising from its actions.
- (5) In the event that any provision contained in this agreement is found to be invalid, illegal or unenforceable, such a finding shall not affect any other provision of this contract.

THE PARTIES, BY THE UNDERSIGNED, HEREBY AGREE TO THE FOREGOING.

For: The President of the Gabonese Republic
The Gabonese Republic

By: Pascaline BONGO



Date: 06/09/02

For: Barron-Birrell, Inc.



Date: 06 September 2002

BARRON-BIRRELL

INCORPORATED

GEORGETOWN PLACE
1101 SOUTH STREET, NW, 5TH FLOOR
WASHINGTON, DC 20007-3708
TELEPHONE: (202) 336-5393
FAX: (202) 336-5391**Contrat**

Ce contrat constitue accord entre le Président de la République gabonaise, El Hadj Omar Bongo, ci-après désigné par "le client", et la société Barron-Birrell Inc., ci-après désignée par "la société".

(1) La société fournira au client un certain nombre de services de conseil portant sur le développement économique du Gabon et sur d'autres sujets soumis par le client.

(2) En contrepartie de la fourniture au client, par la société, des services ci-dessus mentionnés, le client convient de verser à la société la somme de 100 000 dollars américains (USD) par trimestre, et en début de trimestre, pendant une période de deux ans. Le présent contrat sera reconduit automatiquement, sauf résiliation par l'une ou l'autre des parties 90 jours avant sa date d'expiration.

(3) Ce contrat sera régi par les lois américaines et gabonaises en vigueur. Tout litige qui pourrait survenir dans le cadre de ce contrat sera tranché, à Washington, D.C., par un arbitrage ayant force exécutoire et selon les règles de l'Association américaine d'arbitrage (American Arbitration Association).

(4) Le client mettra la responsabilité de la société à couvert et l'indemnifiera en cas de litige causé par ses actes.

(5) Au cas où l'une des clauses contenues dans cet accord se trouverait être invalide, illégale ou non exécutoire, ce constat ne devra affecter d'aucune manière toute autre clause de ce contrat.

LES PARTIES SOUS-SIGNÉES APPROUVENT PAR LA PRÉSENTE LES TERMES CI-DESSUS CITÉS.

Pour : le Président de la République gabonaise,
le Directeur de Cabinet du Chef de l'Etat
Mme. Pascaline BONGO



Date :

6/09/02

Pour : Barron-Birrell Inc.



Date :

06 September 2002