

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
Neill and Company	Kingdom of Morocco

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.

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

The Registrant will advise the above-named Foreign Principal on legal, economic, political and commercial matters as they affect the Kingdom of Morocco's relationship with the United States. In addition, the Registrant will consult from time to time with officials of the Government of the United States, including Members of Congress, on issues and potential legislation which, in the judgment of the Registrant, will be conducive to maintaining and strengthening the bonds of mutual trust and friendship which presently exist between the Government of the United States and the Kingdom of Morocco.

RECEIVED
CRIMINAL DIVISION
AUG 22 11 29 AM '83
INTERNAL SECURITY
SECTION
REGISTRATION UNIT

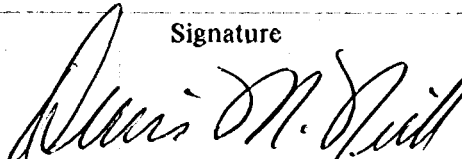
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

see #4

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

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.

The Registrant will attempt to persuade officials of the U.S. Government, including Members of Congress, to work toward strengthening relations between the United States and the Kingdom of Morocco, in general, and to pursue legislation specifically designed to promote greater ties between the two nations in the areas of commerce and economic development.

Date of Exhibit B	Name and Title	Signature
January 22, 1985	Denis M. Neill, President	

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 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.

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NEIMUL

EXTENSION AGREEMENT

This document constitutes a mutual agreement by and between the Government of Morocco and the firm of Neill and Company, Inc. to extend their Agreement of October 9, 1983 for one additional year, to March 8, 1986 for Three Hundred Thousand Dollars (\$300,000.00), with all of the same terms and conditions to apply.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

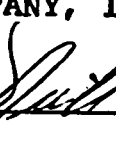
THE GOVERNMENT OF MOROCCO

Date: 21 Janvier 1985

By: 

NEILL AND COMPANY, INC.

Date: 21 January 1985

By: 

RECEIVED
MOROCCO
JAN 23 1985
AMERICAN LEGATION
WASHINGTON, D.C.