

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 <b>Barron-Birrell, Inc.</b> <b>3222 M St. N.W. Washington DC 20007</b>	2. Registration No. <b>4729</b>
3. Name of foreign principal <b>The Federal Republic of Nigeria</b>	4. Principal address of foreign principal <b>Abuja, Nigeria</b>

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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

Individual—State his nationality \_\_\_\_\_

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

a) Branch or agency represented by the registrant. **Head of State**

b) Name and title of official with whom registrant deals.  
**National Security Advisor**

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 **N/A**

RECEIVED  
DEPT. OF JUSTICE  
CRIMINAL DIVISION  
JUL 17 PM 1:30  
INTERNAL SECURITY  
SECTION  
REGISTRATION UNIT

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.)

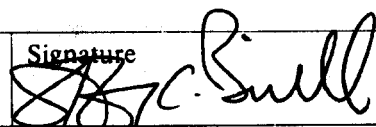
**N/A**

---

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 A <b>13 July 1995</b>	Name and Title <b>Jeffrey C. Birrell President and CEO</b>	Signature 
--	---	--

**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.

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

Name of Registrant	Name of Foreign Principal
<b>Barron-Birrell, Inc.</b>	<b>The Federal Republic of Nigeria</b>

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.

**Registrant will provide public relations, government affairs and economic development services to the foreign Principal.**

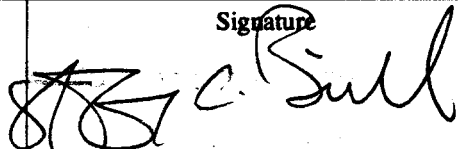
RECEIVED  
DEPT. OF JUSTICE  
CRIMINAL DIVISION  
JUL 17 PM 12:30  
INTERNAL SECURITY  
SECTION

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal. The Registrant will contact and provide information to the media, the U.S. Congress, the U.S. Administration and to others regarding political, social and economic developments in the Federal Republic of Nigeria.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
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 use all available means to increase the level of understanding and cooperation between the Federal Republic of Nigeria and the U.S. government.

Date of Exhibit B 13 July 1995	Name and Title Jeffrey C. Birrell President and CEO	Signature 
-----------------------------------	---	--

<sup>1</sup>Political 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.

# BARRON·BIRRELL

INCORPORATED

Georgetown Park  
3222 M Street, NW, Fifth Floor  
Washington, DC 20007-3646  
Telephone: (202) 338-5393  
FAX: (202) 338-5391

## AGREEMENT

For

The Retention of Barron·Birrell, Inc.

This agreement 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 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.

2 - In consideration of the firm's agreement to provide these services to the client, the client shall pay to the firm a professional service fee of US \$ 400,000.00

3 - Compensation to the firm shall be made in (4) installments and according to the following schedule:

1995 - July to Sept	\$100,000.00
1995 - October to December	\$100,000.00
1996 - January - March	\$100,000.00
1996 - April to June	\$100,000.00

4 - 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 extraordinary expenses will be billed back to the client. Under no circumstances will expenses be billed back with a service charge. *of the client*

*any* 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.

RECEIVED  
DEPT. OF JUSTICE  
ORIGINAL DIVISION  
JUL 17 PM 12:39

*[Handwritten signatures]*

5 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.

6 This agreement shall be governed by the laws of the District of Columbia and if a dispute arises the client agrees to waive sovereign immunity and adjudicate the matter in a U.S. court of law.

This agreement shall be effective <sup>for a period of one year from the</sup> as of the date upon which it <sup>date of</sup> is executed. This agreement may be terminated for cause upon a one <sup>its ex-</sup> year review from the date that it is executed. <sup>piration</sup>

7 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 us. Please keep a copy for your files. <sup>The Agreement</sup>

Very sincerely yours,

BARRON•BIRRELL, INC.

By: [Signature]

Title: Chairman

Date: 4 July 1995

may however be renewed upon its expiration at the instant of the client

ACCEPTED:

THE FEDERAL REPUBLIC OF NIGERIA

By: K.A. MOHAMMED for NSA

Title: LEGAL ADVISER

Date: 4<sup>TH</sup> July 1995

[Signature]

NB:

The above corrections are hereby adopted as part of this Agreement

[Signature]  
4/7/95

[Signature]

RECEIVED  
DEPT. OF JUSTICE  
CRIMINAL DIVISION  
95 JUL 17 PM 12:39  
INTERNAL SECURITY  
SECTION  
REGISTRATION UNIT

8 The following are account payment and wire instructions for Barron•Birrell, Inc.

TO: Barron•Birrell, Inc.  
Georgetown Park  
3222 M Street, N.W.  
Fifth Floor  
Washington, D.C. 20007

NationsBank of D.C., N.A.  
1801 K Street, N.W.  
Washington, D.C. 20006

Deposit Account Number: 0007151764  
ABA Number: 054001204  
Barron•Birrell, Inc.  
NationsBank Telephone Number: 301-891-7400

9. The client shall have the right to terminate this agreement before its expiration if:
- (a) it is not satisfied with the performance of the firm at any material time.
  - (b) the firm should at any time do anything that is clearly against the spirit of this Agreement.
  - (c) if the firm is for certain reasons no longer in a position to effectively render the services specified in this Agreement.

C:\wp51\nig\bb\loa  
RECEIVED  
DEPT. OF JUSTICE  
GENERAL DIVISION  
JUN 11 1999

NB  
The above additional clauses are also hereby adopted as part of this Agreement.  
M. J. J. J.  
LKS