

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials 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 of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

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 Barron-Birrell, Inc. 1101 30th Street, N.W. Washington, D.C. 20007	2. Registration No. 4729
3. Name of foreign principal The Republic of the Congo	4. Principal address of foreign principal Brazzaville, Congo

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 _____

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

- a) Branch or agency represented by the registrant.
- b) Name and title of official with whom registrant deals.
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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

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.)*

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.

Date of Exhibit A 12/2/97	Name and Title Jeffrey C. Birrell 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 Barron-Birrell, Inc.	2. Registration No. 4729
3. Name of Foreign Principal The Republic of the Congo	

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 foreign principal agreed to pay the registrant a sum of \$75,000 (USD) in two installments. However, as no payments were received during the reporting period ending May 31, 1995, the registrant provided no services to the foreign principal.

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

The registrant was retained by the foreign principal to provide public relations, government affairs and economic development consulting services.

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.

The registrant understood its efforts to include building U.S. support for the democratic process underway in the Congo. To that end, the registrant would be expected to arrange meetings with U.S. opinion and policy makers.

Date of Exhibit B 12/2/97	Name and Title Jeffrey C. Birrell President & CEO	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 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 Max-Olivier Cahen, who is acting as the agent of President Pascal Lissouba of the Republic of the Congo, (hereafter "the client"), and authorized by him under present mandate, 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.

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 SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00 USD) for a period of five months of service. Compensation to the firm shall be made in (2) installments and according to the following schedule:

1. \$45,000: upon execution of this agreement.
2. \$30,000: ninety days following the execution of this agreement.

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.

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.

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Agreement
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It is agreed that the firm will cooperate to the fullest extent with existing counsel to President Lissouba, PSC, International.

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.

It is agreed that 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 as of the date upon which it is executed and shall remain in effect for a period of 5 months. At the end of this initial agreement and within thirty days of its expiration, a separate, one-year contract will be negotiated and entered into between the firm and the client.

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.

Very sincerely yours,

BARRON•BIRRELL, INC.

By: [Signature]

Title: Chief Counsel

Date: 13 May 1995

ACCEPTED:

By: [Signature]

Title: Agent for President Pascal Lissouba

Date: 14 May 1995

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Agreement
May 12, 1995
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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

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