

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 Barbour Griffith & Rogers Tenth Floor 1275 Pennsylvania Avenue, N.W. Washington, D.C. 20004	2. Registration No. 5146
3. Name of foreign principal Gildan Activewear Inc.	4. Principal address of foreign principal 725 Montee de Liesse Ville Saint-Laurent, QC H4T 1P5

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.

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

Manufacturing and distribution of activewear apparel.

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.

Gildan Activewear Inc.

Date of Exhibit A 1-27-99	Name and Title G.O. Griffith, Jr. Managing Partner	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 Barbour Griffith & Rogers	2. Registration No. 5146
3. Name of Foreign Principal Gildan Activewear Inc.	

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.

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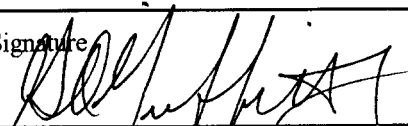
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Contacting Congressional offices regarding legislation affecting treatment of textile and apparel imports from Caribbean countries and Mexico.

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.

Meetings with Members of Congress and staff. Assisting with developing position papers to be distributed to Members of Congress and staff.

Date of Exhibit B 1-27-99	Name and Title G.O. Griffith, Jr. Managing Partner	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.

BARBOUR GRIFFITH & ROGERS

TENTH FLOOR
1275 PENNSYLVANIA AVE. NW
WASHINGTON, DC 20004

HALEY BARBOUR
LANNY GRIFFITH
ED ROGERS
CHRIS HENICK

January 4, 1999

Mr. H. Greg Chamandy
Chairman and Chief Executive Officer
Gildan Activewear
725 Montee De Liesse
Montreal, Quebec CANADA H4T 1P5

Dear Greg:

We are pleased that Gildan Activewear has chosen to engage Barbour Griffith & Rogers. The following outlines the agreed upon terms of our relationship.

Scope of Work Our representation will include providing strategic counsel and tactical planning on legislative, regulatory and political matters before the federal government. In particular, we will work to ensure that Gildan Activewear is not disadvantaged as a result of legislative changes to the Caribbean Basin Initiative.

BG&R Team All resources of our firm will be available to you as we undertake this work, but we have designated a team of professionals who will concentrate on your work. In addition to Haley and me, Ed Rogers, Loren Monroe and Brent Thompson will focus on your account.

Fees and Expenses As compensation for our services, Gildan Activewear will pay our firm \$25,000 per month for four months, beginning January 1, 1999 and ending April 30, 1999, at which time our service will continue month-to-month at the same rate until renegotiated or terminated by either party.

In addition, Gildan Activewear agrees to reimburse BG&R for ordinary and necessary out-of-pocket expenses, including items such as telecommunications services, printing, photocopying, local transportation, and other incidental expenses. We will also be reimbursed for non-local transportation, meals and entertainment; however, these will be authorized by you in advance.

Invoices Our firm will invoice Gildan Activewear on the first day of each month, beginning January 1, 1999. Professional fees will be invoiced in advance, while expenses will be invoiced for those incurred during the prior month.

FILED IN 100-5119

Mr. H. Greg Chamandy
January 4, 1999
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Termination of Agreement Notwithstanding the above, either party may terminate this agreement upon 30 days written notice, with no further obligation, other than to pay such fees and expenses that would have accrued up to and through the 30-day notice period. Likewise, this agreement can be renewed and extended beyond the time set out herein on terms mutually agreeable to the parties.

Confidentiality BG&R recognizes that in the course of our representation of Gildan Activewear, we may become aware of information, practices, or policies which your company may wish to keep confidential. Our firm agrees to maintain that confidentiality and not disclose to any outside party any information either during the period of this contract or thereafter.

Conflicts of Interest During the period this agreement remains in force, BG&R agrees not to represent any client with interests contrary to that of Gildan, including Fruit of the Loom, Russell Corporation or Hanes, a division of Sara Lee.

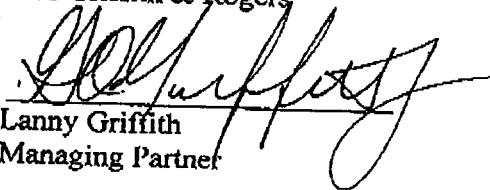
By signing below the parties are agreeing to the terms and conditions set out herein and binding ourselves contractually to each other.

We are looking forward to a long and productive relationship with Gildan Activewear, and we are eager to start working on your behalf. I am enclosing two signed copies of the this agreement. Please sign both and return one to me for our files.

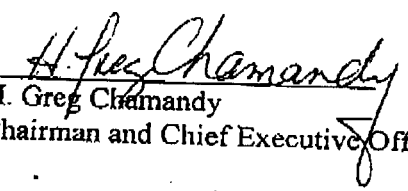
Barbour Griffith & Rogers

Gildan Activewear

By:


Lanny Griffith
Managing Partner

By:


H. Greg Chamandy
Chairman and Chief Executive Officer

Date: 1-4-99

Date: Jan 4/99