

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 Berliner Corcoran & Rowe 1101 Seventeenth St., N.W., Ste. 1000 Washington, D.C. 20036	2. Registration No. 5299
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3. Name of foreign principal Polygon Co. Ltd.	4. Principal address of foreign principal P.O. Box 25451 20 Strassicratous 1310 Nicosia, Cyprus
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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 checked="" 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:

N/A

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:

N/A

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

The foreign principal is a company engaged in international trade in services. Among its services, the foreign principal has recently started to organize conferences on various international policy issues.

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.)

Mr. Hossein Alikhani is the beneficial owner of Polygon Co. Ltd. In this capacity, he provides much of the direction, control, and financing of the company's operations.

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.

Mr. Hossein Alikhani

Date of Exhibit A 1/28/99	Name and Title Bruce Zagaris, Esq.-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. 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.

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Name of Registrant	Name of Foreign Principal
Berliner Corcoran & Rowe	Polygon Co. Ltd. 5299

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.

Please refer to attached retainer agreement.

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

Please refer to Item 1 of attached retainer agreement.

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.

With respect to Item 1, "ascertain(ing) whether any persons may be interested in assisting in any way in the appeal, including as an amicus curiae", we may prepare written material discussing the appeal and its implications, and solicit persons to either prepare and submit amicus curiae or otherwise assist the principal in its appeal.

Please refer to the attached retainer agreement for any further information regarding political activities.

Date of Exhibit B	Name and Title	Signature
1/28/99	Bruce Zagaris, Esq. Partner	

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 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.

BERLINER, CORCORAN & ROWE, L.L.P.

ATTORNEYS-AT-LAW

1101 SEVENTEENTH STREET, N.W.

SUITE 1100

WASHINGTON, D.C. 20036-4798

TELEPHONE (202) 293-5555 FAX (202) 293-9035

E-mail BCR@BCR-DC.COM

THOMAS G. CORCORAN (1900-1981)
JAMES H. ROWE JR. (1909-1984)

COUNSEL

THOMAS E. WILSON
HENRY A. BERLINER, JR.
PETER HEIDENBERGER
*LOTHAR GRIESSBACH
*ADMITTED ONLY IN GERMANY

THOMAS G. CORCORAN, JR.
WAYNE H. BUSCH
CLEMENS BOEHNEE
RICHARD LANDFIELD
BENJAMIN H. FLOWE, JR.
BRUCE ZAGARIS
NEAL E. KRUCOFF
JOHN A. ORDWAY
JAMES L. MARICETOS
JAY A. ROSENTHAL
KATHLEEN S. RICE
KATHLEEN R. BREW
MARY-ELLEN NOONE
ALEEN ROTHSCHILD-SEIDEL
JOHN L. SIMSON

January 7, 1999

Mr. Hossein Alikhani
Polygon Co. Ltd.
P.O. Box 5451
20 Stassicratous
Nicosia, Cyprus

Retainer Agreement for Professional Services

Dear Mr. Alikhani:

The purpose of this retainer letter is to describe the terms of our legal representation.

1. Description of Services. We will advise on certain legal issues concerning the appeal in Hossein Alikhani v. U.S., now on appeal in the U.S. Court of Appeals for the 11th Circuit. In addition, we will ascertain whether any persons may be interested in assisting in any way in the appeal, including as an *amicus curiae*.

Because of the requirements of the Foreign Agents Registration Act (FARA), we will register with the U.S. Department of Justice once you sign and return to us the signed copy of the agreement and pay the initial retainer.

2. Professional Fees. Our fees for these professional services will be charges as follows: Fees of \$240.00 on an hourly basis for all professional services rendered by me: standard hourly rates if any other professionals subsequently become involved.

3. Reimbursable Expenses. Reimbursement will be required for our out-of-pocket expenses incurred in connection with our services, including the expense of any long distance telephone calls, filing fees (e.g., with the Department of Justice under FARA), special postage, photocopies, computer research, transportation, transcripts or other expenses incurred on your behalf.

BERLINER, CORCORAN & ROWE

4. Initial Retainer. The firm normally requires an advance of one-half of the initial month's estimated fees. Because of our prior professional relationship and the advance on deposit at Cameron & Hornbostel, we will waive an advance against the initial work. Once the balance of the advance carried over from C&H is exhausted, we may request an additional advance against future work.

5. Monthly Statements. All fees for professional services and reimbursable expenses will be billed monthly and are payable upon receipt of the statement.

6. Managing Attorney. The undersigned attorney shall be the managing attorney responsible for supervising the professional services to be rendered.

If the foregoing meets with your approval, please sign the Agreement and return it to me. If you have any questions concerning this matter, please contact me.

Sincerely,

BERLINER CORCORAN & ROWE

By: Bruce Zagaris
Bruce Zagaris

AGREED AND ACCEPTED:

POLYGON CO. LTD.

By: Hossein Alikhani
Hossein Alikhani

Dated: JAN 26.99
#6b\Polygon.ret

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