

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 1.5 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.

1. Name of Registrant ARNOLD & PORTER	2. Registration No. 1750
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To correct a deficiency in
- Initial Statement
- Supplemental Statement for _____
- To give notice of change in an exhibit previously filed.
- To give a 10-day notice of a change in information as required by Section 2(b) of the Act.
- Other purpose (specify) _____

4. If this amendment requires the filing of a document or documents, please list-

Exhibits A and B

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

This Amendment to Registrant's Registration Statement is to give notice of a new foreign principal, the Province of Alberta, and to file the necessary Exhibits A and B.

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The undersigned swear(s) or affirm(s) that he has (*they have*) read the information set forth in this amendment and that he is (*they are*) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (*their*) knowledge and belief.

Lawrence A. Schneider

Lawrence A. Schneider

(All copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Subscribed and sworn to before me at Washington, D.C.

this 15th day of February, 1996

Letitia M. Dyer
(Notary or other officer)

My commission expires May 14, 1999

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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 ARNOLD & PORTER 555 12th Street, N.W. Washington, D.C. 20004		2. Registration No. 1750
3. Name of foreign principal Province of Alberta	4. Principal address of foreign principal Federal & Intergovernmental Affairs, Suite 2200, South Tower 10025 Jasper Avenue, Edmonton, Alberta T5J 1S6 Canada	

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:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual—State his nationality _____

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

- a) Branch or agency represented by the registrant. Federal-Intergovernmental Affairs; Environment
- b) Name and title of official with whom registrant deals. Helmut Mach, Director, FIGA

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

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8. If the foreign principal is not a foreign government or a foreign political party,

N.A.

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal N.A.

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

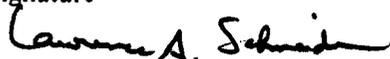
Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes No

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	Name and Title	Signature
February 15, 1996	Lawrence A. Schneider, Partner	

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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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 ARNOLD & PORTER	Name of Foreign Principal Province of Alberta
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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 three 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 three 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 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.

As described in the attached agreement, the Registrant will render advice on U.S. laws, regulations and policies, including forestry issues, of relevance to the foreign principal. As described in the attached agreement, the fee for such representation is to be determined periodically based on usual hourly charges, plus out-of-pocket expenses.

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

The Registrant has rendered and will render advice to the foreign principal with respect to U.S. laws, regulations and policies, including forestry issues, of relevance to the foreign principal and will engage in other activities as requested in representation of the foreign principal.

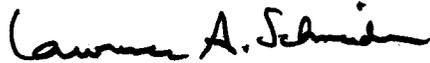
The Registrant engages and will engage in activities on behalf of the foreign principal that do not require registration under the Act. The Registrant is registering because some of its activities may require such registration.

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 may engage in political activities on behalf of the foreign principal. The Registrant's activities may on occasion include communications on behalf of the foreign principal with Executive Branch officials, officials of government agencies, and/or with members of the U.S. Senate and House of Representatives and/or their staffs relating to legislation and actions of the Executive Branch and government agencies of relevance to the foreign principal, including with respect to importation of softwood lumber products from Canada.

Date of Exhibit B	Name and Title	Signature
February 15, 1996	Lawrence A. Schneider, 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.

RETAINER AGREEMENT
made as of the 1st day of March, 1995

between Her Majesty the Queen in the right of the Province of Alberta (hereinafter called Alberta)

and Arnold & Porter, a partnership established for the practice of law (hereinafter called A & P), located at 1200 New Hampshire Avenue, N.W., Washington, D.C. 20036

Whereas at the request of Alberta, A & P has agreed to provide consulting services as herein provided, the parties hereto agree as follows:

1. Alberta retains A & P for the provision of consulting services (and A & P may use the resources and personnel of APCO Associates, in providing such consulting services) in accordance with the terms and conditions hereinafter set forth.
2. The term of the agreement shall be for one year commencing on the first day of March 1995. This term may be extended upon the mutual agreement of the parties in writing.
3. A & P, using APCO as appropriate, shall provide the type of services detailed below as Alberta may request from time to time, consistent with the budget limitations detailed in Paragraph 4 below:
 - a) provision of monitoring and consulting services for political, legislative, and legal events of relevance to Alberta;
 - b) provision of monitoring and consulting services related to forestry issues.
 - c) such other services from Arnold & Porter may be requested by Alberta from time to time.

(These services will not entail lobbying or similar activities, unless Alberta specifically requests such services.)

4. Alberta agrees to pay to A & P professional fees incurred by A & P and APCO on a time basis, in accordance with the time logged and hourly rates displayed in each invoice.

Alberta may approve advance retainer payments for defined issues of anticipated work warrants them.

In addition, Alberta shall pay necessary disbursements incurred by A & P and APCO in the billing period upon receipt of an invoice documenting such disbursements.

A & P agrees to aggregate in its invoice costs associated with each of the components of paragraph 3 and disbursements.

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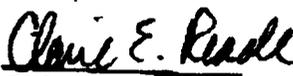
A & P acknowledges that the total Alberta budget for the provision of all professional services, and disbursements, is U.S. \$85,000 for the 12-month term. A & P agrees to invoice in excess of the U.S. \$85,000 budget only on the approval in writing of Alberta, as represented by Mr. Wayne Clifford, Assistant Deputy Minister, International Division, Federal and Intergovernmental Affairs.

5. A & P shall be at liberty, in its discretion, to disclose its status as non-exclusive representative for consulting services for Alberta within the United States.
6. A & P and APCO shall make all necessary public filings of this agreement as A & P deems necessary within the United States, and for that purpose, A & P shall have any necessary authority of Alberta conveyed herein.
7. This agreement may be amended by mutual written consent.
8. This agreement shall be governed by the laws of the District of Columbia.

For Alberta


Crystal J. Lemay
Deputy Minister
Federal and
Intergovernmental Affairs

For Arnold & Porter


Claire E. Reade
Partner