

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.

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 .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	2. Registration No.
Patton Boggs, LLP	2165

3. Name of Foreign Principal
Corporate Fund Kazakhstan

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.

Registrant is retained to assist the foreign principal in its relationship with the U.S. media and the U.S. Government

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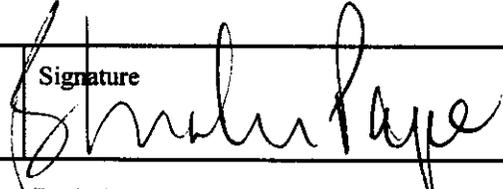
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant proposes to advise the foreign principal with respect to its relationship with the U.S. media and the U.S. Government. Registrant also proposes to provide comments and advice regarding communications between the foreign principal and the media, members of Congress, congressional staff and certain Executive Branch officials.

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.

Some of the Registrant's activities may include legal public policy counseling as well as interaction with officials from the U.S. Government

Date of Exhibit B	Name and Title	Signature
May 22, 2003	Stuart M. Pape Managing Partner	

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.

May 17, 2003

Michael J. Driver
(202) 457-6192
mdriver@pattonboggs.com

Deputy Prime Minister of Kazakhstan
Karim Masimov
Astana, Kazakhstan

Re: Engagement of Patton Boggs LLP

Dear Mr. Deputy Prime Minister:

Thank you for retaining Patton Boggs LLP to represent Corporate Fund "Kazakhstan" ("CFK") in connection with congressional and public affairs assistance. We look forward to working with you on this engagement. The initial scope of representation will include assisting CFK with respect to its relationships both with the U.S. Congress, U.S. executive agencies and with the U.S. media.

To ensure that CFK and we have a common understanding of the terms of our representation and to comply with the rules of professional conduct for the jurisdictions in which we practice, I have enclosed a statement describing the standard terms of engagement for legal services to be provided by Patton Boggs LLP. The terms of engagement cover such matters as our procedure for handling potential conflicts of interest, fees, costs and expenses, billing arrangements and terms of payment. Please review the document carefully to ensure that it comports with your understanding. This letter supplements and modifies the enclosed terms of engagement.

Thomas Hale Boggs, Jr., Eileen O'Connor and I will be primarily responsible for the work done on behalf of CFK and will supervise the lawyers and other professionals who may work on this project. I anticipate that associates, staff attorneys, legal assistants, specialists and/or in-house consultants will assist in the matter. In addition, from time to time, we may need to use outside consultants. Should this need arise, we first will seek approval from CFK.

Based upon the comprehensive scope of work, Patton Boggs LLP will receive a fixed monthly retainer of US\$85,000.00 plus expenses to be received quarterly in advance with the first payment due on June 5, 2003. Any expenses associated with the staffing and costs of a Patton Boggs LLP office and employee(s) in Astana will be priced and invoiced separately. Our wiring information is as follows:

Patton Boggs, L.L.P.
RIGGS Bank
800 17th Street, N.W.
Washington, D.C. 20074
Account number: 172 99096
ABA Number: 054 000 030

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The term of representation will last twelve months, commencing on the date upon which Patton Boggs LLP registers pursuant to the Foreign Agents Registration Act of 1938. The monthly retainer fee is for services performed within the agreed upon scope of representation. Any other services will be considered outside the scope of this agreement, and will be priced separately.

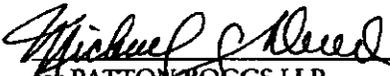
Either party may terminate this agreement upon providing written notice, signed by the undersigned, no later than 30 days prior to the start of the next quarter. At your request, upon termination we promptly will return to you any papers or property that you have given to us, as well as our own work product pertaining to this engagement, subject to our rights, where permitted by applicable rules of professional conduct, to retain such papers or property as security for the payment of any outstanding fees, costs or expenses, and our obligations under the Foreign Agents Registration Act.

If these terms and conditions, including those set forth in the attached terms of engagement, meet with your approval, I would appreciate your acknowledging acceptance of both documents by signing and returning the enclosed copy of this letter. If you have any questions about these terms or would like to discuss them, please call me as soon as possible so as not to impede our commencing work on your behalf.

These terms and conditions will apply to any future work we undertake for you unless we send you a new letter reflecting different terms and conditions.

We look forward to working with you to achieve a successful result.

Very truly yours,



of PATTON BOGGS LLP

17 MAY 03
Date

Enclosure

AGREED TO AND ACCEPTED:

By: КАЗУБА 
Its Authorized Officer
Corporate Fund of the Republic of Kazakhstan

17.05.2003
Date

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