

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 <b>Neill and Company, Inc. 815 Connecticut Avenue, NW, Ste. 800 Washington, DC 20006</b>		2. Registration No. <b>3320</b>
3. Name of foreign principal <b>The Government of the State of Bahrain</b>	4. Principal address of foreign principal <b>Manama, Bahrain</b>	

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.
- b) Name and title of official with whom registrant deals.

**H.E. Abdul Rahman Bin Fares Al-Khalifa**

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

**N/A**

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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

- 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.)

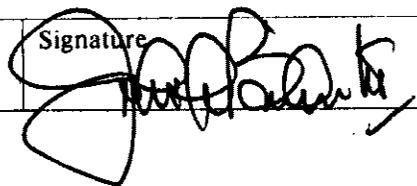
10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A

Name and Title

**John E. Bircher III**  
**Senior Vice President**

Signature



**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
<b>Neill and Company, Inc.</b>	<b>The Government of the State of Bahrain</b>

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.

**The Registrant will provide Foreign Principal with government relations and related legislative services to assist Foreign Principal in strengthening its bilateral relationship with the United States.**

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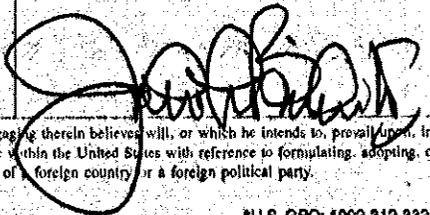
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

**See #4**

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?  
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.

**In furtherance of its responsibilities on behalf of the Foreign Principal, Registrant will occasionally communicate with officials and employees of the United States Government. Such communications may include meetings, correspondence or telephone conversations.**

Date of Exhibit B	Name and Title	Signature
	<b>John E. Bircher III Senior Vice President</b>	

Political 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

THIS AGREEMENT is made between the Government of the State of Bahrain (the "Government") and the firm of Neill and Company, Inc., Washington, D.C. (the "Firm")

(1) The Government and the Firm have agreed that the Firm shall render government relations and related legislative services to assist the Government, working with the Embassy of the Government in the United States, in promoting and furthering the friendly relations existing between the United States and Bahrain.

(2) The Firm will, for each task undertaken for the Government, provide promptly a working plan to the Embassy of the Government in order that the Firm's assistance may be supportive of the activities of the appropriate entities of the Government, especially its Embassy in Washington.

(3) In carrying out the above operations, the Firm will utilize its personnel in accordance with its decision as to devoting its resources to each of the tasks assigned in a manner that will best assure the accomplishment of the above objectives consistent with the policies and operating procedures of the Government.

(4)(a) The Government will pay the Firm a fee of three hundred and sixty thousand dollars (\$360,000) per year inclusive of all charges and expenses with the exception of travel outside Washington, which would be undertaken only upon mutual agreement and would be billed separately.

(b) The first year's fee shall be paid to the Firm as to one half thereof on the date this Agreement takes effect and as to the other half six months thereafter. The second year's fee will be paid as to one half thereof on the first anniversary of this Agreement

taking effect, and as to the other half six months thereafter.

(5) The effective date of this agreement is the date stated in paragraph (6) below.

(6) This Agreement is for a two year period commencing on the First day of July 1993.

(7) The Agreement may be terminated at the end of the first year by the Government giving sixty days prior written notice to that effect, in which event the first year's fee alone will be payable.

(8) The Government may extend this Agreement for a further two years on identical terms and conditions by giving sixty days written notice to that effect before the end of the contract period, unless the two parties agree in writing to modify the terms and conditions of the contract.

(9) In connection with its representation, it is understood that Neill and Company, in certain circumstances, may be required under applicable United States Law to register its representation of the Government with the United States Government and that Neill and Company will comply with all requirements of the United States Law in this connection.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates written below.

The Government of the State of Bahrain

By: A.R. ALK...  
Ambassador.

Date: July 13 1993

Neill and Company, Inc.

By: [Signature]  
SENIOR VICE PRESIDENT

Date: July 13, 1993