

Privacy Act Statement. Every registration statement, short form registration statement supplemental statement, exhibit, amendment, copy of information 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 documents, other than information 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 Verner, Liipfert, Bernhard, McPherson and Hand, Chartered 901 15th Street, N.W. Washington, D.C. 20005	2. Registration No. 3712
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3. Name of foreign principal The Republic of Kazakhstan (in conjunction with Howard Communications LLC)	4. Principal address of foreign principal The Embassy of the Republic of Kazakhstan 1401 16 th Street, N.W. Washington, D.C. 20036
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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

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

- a) Branch or agency represented by the registrant. Embassy of Kazakhstan
- b) Name and title of official with whom registrant deals. Mr. Kairat Umarov, Deputy Chief of Mission

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

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 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.

Date of Exhibit A

7/18/01

Name and Title

Michael J. Roberts, President and Managing Attorney

Signature

 /SWS

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 Verner, Liipfert, Bernhard, McPherson & Hand, Chartered	2. Registration No. 3712
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3. Name of foreign principal The Republic of Kazakhstan (in conjunction with Howard Communications LLC)
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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.

Performance of the above-mentioned agreement is set forth in the attached letter of agreement.

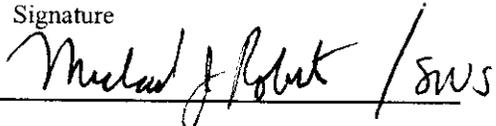
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant represents the Republic of Kazakhstan in preparation for a hearing before congressional subcommittees.

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.

The Registrant will provide strategic advice and counsel to the foreign principal. The Registrant's activities may also include inquiries on behalf of the foreign principal with Executive Branch officials and officials of government agencies. The Registrant will not speak on behalf of the foreign principal to the executive and legislative branches of the United States Government except with the foreign principal's express authorization.

Date of Exhibit B	Name and Title	Signature
7/18/01	Michael J. Roberts, President and Managing Attorney	 /s/MS

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 interest, policies, or relations of a government of a foreign country or a foreign political party.

VERNER · LIIPFERT
BERNHARD · MCPHERSON & HAND
CHARTERED

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202-371-6043
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July 11, 2001

Ms. Lyndsay C. Howard
Howard Communications LLC
75 Livingston Street, Suite 25A
Brooklyn, N.Y. 11201

Dear Ms. Howard:

I am pleased to provide to you this engagement letter, which outlines the services to be provided to Howard Communications by Verner, Liipfert, Bernhard, McPherson and Hand, Chartered ("Verner, Liipfert", the "firm" or "we"). We are very grateful to have the opportunity to work with you.

This letter sets forth the agreed terms of our engagement (effective as of the date on which we receive from you an executed return copy) pursuant to which the firm is retained to perform the scope of action described below.

Scope of Action on Matter

You have asked us to assist you in connection with a hearing that will be held by subcommittees of the House International Relations Committee regarding human rights and democratic development in the Republic of Kazakhstan and in other Central Asian republics of the former Soviet Union. This hearing is scheduled to take place on July 18, 2001. The firm will exercise its best efforts to reinforce and extend the work of Howard Communications in ensuring that the hearing will portray a balanced view of human rights and democratic development in Kazakhstan. We will work to arrange pre-hearing meetings with key members and senior staff of the relevant HIRC subcommittees for officials of the Kazakhstan Embassy and/or members of a Kazakh delegation that we understand includes a representative of Kazakhstan's independent media, the Jewish community, businesswomen and possibly others. We will urge the subcommittees to include submissions by the delegation into the written record.

Ms. Lyndsay C. Howard

July 11, 2001

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If desired, we will brief the delegation prior to their meetings with members of Congress and/or staff on member/staff views of Kazakhstan's human rights and democratic development as well as provide other useful and important information. These briefings will help the delegation gain an independent perspective on the views of key members and staff.

We will also hold a wrap-up meeting with Howard Communications and the Kazakhstan Embassy at the conclusion of the hearing to review results and consider future work.

Given the very few days remaining until this hearing takes place, we will need to move quickly for best results.

The scope of the work that the firm may perform for Howard Communications may be changed from time to time only upon mutual written agreement between both the firm and Howard Communications. The firm will, while performing the scope of work as set forth above, refrain from engaging in advocacy activities that are adverse to Howard Communications or the Kazakh Embassy and in direct conflict with this scope of work; however, the firm will remain free to represent other clients on separate matters that are directly or indirectly adverse to Howard Communications, the Embassy, or the Government of Kazakhstan if in our professional judgment such representation would not impair our ability to vigorously and effectively represent Howard Communications in connections with its work on behalf of Kazakh clients. (For example, as we have discussed, we are currently representing U.S. clients in antidumping matters in which Kazakh entities—at least one of which is minority owned by the Government of Kazakhstan—are respondents; you have acknowledged that this work does not present an unacceptable conflict.)

Compensation

Howard Communications agrees to pay for our services as described in the scope of action above a fee of \$25,000.00, payable to Verner Liipfert by certified check immediately. This amount shall also cover all of our expenses incurred in connection with this matter.

Should additional work on this representation or on other matters be agreed, which additional work would exceed the scope of work included in the \$25,000 fee, we will discuss such matters with you in advance in order to have a clear understanding of any additional fees or expenses that we would charge.

After completion of the services described in the scope of work above, we will forward an invoice for the agreed amount and indicate that payment has been received and services rendered. Any additional assignments will be invoiced separately in accordance with terms to be agreed at the time such additional assignments are agreed.

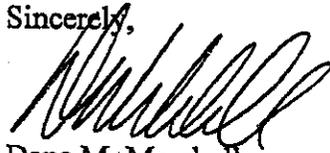
This letter sets forth completely the terms of our agreement; there are no other agreements, promises or understandings not set forth fully herein.

Ms. Lyndsay C. Howard
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Please execute a copy of this letter indicating acceptance and understanding of the terms of the representation, and return it to me as soon as possible. If there are any questions with respect to this agreement or with respect to any aspect of our billing practices, please call me at my direct extension shown above.

We at Verner, Liipfert very much look forward to working with Howard Communications on this very important matter. We are gratified to have been selected.

Sincerely,



Dana M. Marshall
Senior Advisor, International Trade and Investment

AGREED TO AND ACCEPTED
Howard Communications LLC



BY: Lyndsay C. Howard
TITLE: Principal
DATE: July 11, 2001