

U.S. Department of Justice
 Washington, DC 20530

**Exhibit A to Registration Statement
 Pursuant to the Foreign Agents Registration Act of
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. 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 in print and online at: <http://www.fara.gov>.

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, Counterespionage Section, National Security 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 and Address of Registrant DLA Piper LLP (US)	2. Registration No. 3712
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3. Name of Foreign Principal Kingdom of Bahrain	4. Principal Address of Foreign Principal Ministry of Foreign Affairs P.O. Box 547 Government Road Manama, Bahrain
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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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
 Ministry of Foreign Affairs

b) Name and title of official with whom registrant deals
 Abdullah Abdullatif, Undersecretary

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

Formerly CRM-157

FORM NSD-3
 Revised 03/11

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 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 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.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
May 20, 2014	William Minor, Partner	/s/ William Minor

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

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. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. 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, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. 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 in print and online at: <http://www.fara.gov>.

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, Counterespionage Section, National Security 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 DLA Piper LLP (US)	2. Registration No. 3712
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3. Name of Foreign Principal

Kingdom of Bahrain

Check Appropriate Box:

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.

DLA Piper LLP (US) will advise, assist and represent the Kingdom of Bahrain in the United States in connection with obtaining support for anti-terrorism efforts to be undertaken by and in the Kingdom of Bahrain. For the performance of these services, the foreign principal will pay the registrant based on the hourly billing rates of the attorneys involved.

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

DLA Piper LLP (US) will advise, assist and represent the Kingdom of Bahrain in the United States before U.S. executive branch departments and agencies and before members and staff of the U.S. Congress in connection with obtaining support for anti-terrorism efforts to be undertaken by and in the Kingdom of Bahrain.

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.

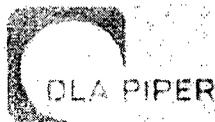
The registrant's activities may include communications on behalf of the Kingdom of Bahrain with officials in executive branch departments and agencies, with members and staff of the U.S. Congress, and with other individuals and organizations involved in governmental or public policy matters.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
May 20, 2014	William Minor, Partner	/s/ William Minor

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



DLA Piper LLP (US)
Richard Newcomb
500 Eighth Street, NW
Washington, DC 20004
richard.newcomb@dlapiper.com
ph. (202) 799-4434
fax. (202) 799-5434

April 29, 2014

ATTORNEY-CLIENT PRIVILEGED

Abdullah Abdullatif
Undersecretary
Ministry of Foreign Affairs
P.O. Box 547
Government Road
Manama, Bahrain

Attn: Mohamed Al Khalifa (mohamed@alkhalifa.co)

Re: Engagement and Conflict Waiver Letter for Legal Services

Dear Mr. Abdullatif:

1. Introduction and Scope of Engagement. Thank you for selecting DLA Piper LLP (US) (the "Firm") to advise, assist and represent the KINGDOM OF BAHRAIN in the United States before certain U.S. executive branch Departments and agencies and before key members of the U.S. Congress and governments of certain member states of the European Union and elsewhere in connection with obtaining support for Anti-Terrorism efforts to be undertaken by and in the Kingdom of Bahrain. In this letter, the words "you" and "your" refer to KINGDOM OF BAHRAIN, and the words "we," "us" and "our" refer to the Firm. We look forward to a harmonious and mutually satisfying relationship. I will serve as your principal contact. My office direct dial number is (202) 799-4434. You should never hesitate to contact me, if and when, any question arises.

You may from time to time ask us to perform additional or other services beyond the engagement described above. If you do request such services, we may need to clear conflicts of interest, and we may need to enter into a separate engagement letter with you. If the scope of our engagement changes, the terms set out in this letter agreement will apply unless we enter into a subsequent letter agreement with you. Otherwise, the Firm will proceed in reliance upon the description and terms set forth in this letter. This engagement may be terminated by either you or us upon notice to the other, subject to applicable Rules of Professional Conduct. In order to avoid any misunderstandings, it is the Firm's standard policy to set out the terms of our engagement at the outset.

2. Limitation on Scope of Engagement. Unless specifically retained, our representation of KINGDOM OF BAHRAIN does not include representation of any of its parents, subsidiaries, affiliates, stockholders, officers or directors ("Your Affiliates"). Accordingly, it is understood and agreed that any representation by the Firm of another client

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Abdullah Abdullatif
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adverse to any of Your Affiliates or other third parties does not constitute a conflict of interest and does not require your consent. This agreement has no third-party beneficiaries, and the Firm owes no attorney-client duties to persons or entities other than KINGDOM OF BAHRAIN, even if KINGDOM OF BAHRAIN might owe them fiduciary or other duties.

It is further understood that the Firm's representation of you does not include any tax-related advice or services with respect to this matter, or any legal services related to insurance coverage issues for any claims involved in this matter.

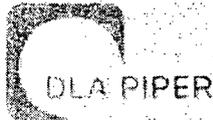
3. Progress and Reporting. We will keep you reasonably informed concerning the representation and will communicate information and advice about significant developments in the matter. We may communicate by letter, telephone, cellular telephone, facsimile transmission or e-mail. You should, of course, feel free to communicate with us on any issue or matter that you feel deserves attention and we will endeavor to respond promptly. In order for us to assist you effectively and efficiently, we assume that you will provide us with the factual information you have which relates to the subject matter of our engagement, and that you will make any appropriate business or technical decisions. In addition, we encourage you to share with us at all times your expectations and any concerns regarding our services at any time during the course of our representation. We believe that you should be actively involved in the strategy and management of your legal affairs and our goal is to encourage candid and frequent communication between us.

4. Fees and Costs. The Firm has established an hourly billing rate for each attorney, paralegal, analyst, consultant and law clerk. My hourly rate at present is \$910.00. Lawrence Levinson, who will work with me on this matter, has an hourly rate of \$660.00; and an associate, Christine Daya, who is fluent in Arabic (Lebanon/Syrian dialect), whose hourly rate of \$390.00 will also assist. Other lawyers who may render services on your behalf in this matter may have higher or lower hourly rates. As requested, we will consult with you before new team members are added. We try to assign work to lawyers, paralegals and others who can provide the necessary services most efficiently, but I will continue to be responsible for the entire assignment. Hourly rates are normally adjusted once a year for work performed beginning in January. KINGDOM OF BAHRAIN consents to these rate adjustments unless you notify the Firm, in writing, to the contrary. We customarily send monthly invoices for services rendered and other charges incurred for your account during the previous month. The monthly invoice details the work performed and the types of charges incurred. Payment is due upon receipt of our invoice. We reserve the right to assess and collect late payment charges at the rate of 10% per year on past due accounts.

5. Retainer. The Firm does not require a retainer in this matter at this time.

6. Matters Outside the U.S. DLA Piper lawyers outside the U.S. may be engaged to handle legal matters on behalf of, or adverse to, you or Your Affiliates located outside the United

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States. Although these matters may have no relation to the U.S., the U.S. conflict of interest rules could be construed to apply since you are a client of DLA Piper US. The U.S. rules are far more stringent than those in most other countries. As a result, a matter that is not a conflict of interest under applicable foreign rules could be considered to be a conflict of interest under the U.S. rules. KINGDOM OF BAHRAIN agrees that in matters pending outside the U.S., which do not involve DLA Piper US lawyers, conflicts of interest issues will be governed by the rules of the jurisdiction in which the matter is proceeding.

7. Advance Waiver of Unrelated Conflicts of Interest. DLA Piper is a global law firm operating through various separate and distinct legal entities with offices throughout the United States, South America, Europe, Asia, Africa and Australia. We may currently or in the future represent clients in matters involving, concerning or adverse to KINGDOM OF BAHRAIN or Your Affiliates, which, under the applicable Rules of Professional Conduct, would constitute conflicts of interest even if they are unrelated to matters in which we represent you. For example, we may represent clients in corporate matters (such as mergers and acquisitions, takeovers, and other change-in-control issues and transactions); commercial transactions (such as preparation and negotiation of agreements, licenses, leases, loans, securities offerings or underwritings); or, in litigation, intellectual property matters, bankruptcy or taxation matters, administrative proceedings, legislative or policy matters. This will confirm that KINGDOM OF BAHRAIN, recognizing the risks inherent in waiving such conflicts, nonetheless consents to the Firm's current and future representation of other clients in matters involving, concerning or adverse to KINGDOM OF BAHRAIN and Your Affiliates, provided that such matters do not involve the same transaction or legal dispute in which we currently represent KINGDOM OF BAHRAIN. KINGDOM OF BAHRAIN further agrees that it does not expect or require DLA Piper to notify KINGDOM OF BAHRAIN or seek its further consent to any such matters. KINGDOM OF BAHRAIN waiver and consent is valid through the conclusion of the matter described in the first paragraph of this letter. In the meantime, should KINGDOM OF BAHRAIN business undergo material changes, such as changes in management, KINGDOM OF BAHRAIN must notify us promptly if such changes might impact this waiver. We do not view this advance waiver and consent regarding unrelated matters to permit unauthorized disclosure or use of any KINGDOM OF BAHRAIN's confidential or privileged documents or information which KINGDOM OF BAHRAIN has provided to us as KINGDOM OF BAHRAIN's lawyers.

8. Arbitration of Disputes. We anticipate a harmonious and satisfactory attorney-client relationship. If any disputes arise between us, we shall submit them to binding arbitration. If you do not wish to agree to arbitrate any disputes with us, you should not sign this letter.

9. Termination. Unless terminated earlier, this representation and, unless DLA Piper represents you in other matters, the attorney-client relationship will terminate automatically upon KINGDOM OF BAHRAIN's receipt of the DLA Piper statement first reflecting completion of the substantive legal services described in the first paragraph above. Subsequent

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statements sent to collect expenses and/or unpaid balances, and/or the state of accounting/business records or client lists at DLA Piper, shall not extend the attorney-client relationship. After completion of the matter, changes may occur in laws or regulations that could have an impact on KINGDOM OF BAHRAIN's future rights or responsibilities. Unless KINGDOM OF BAHRAIN engages DLA Piper after completion of this matter to provide additional services arising from the matter, it is understood and agreed that the firm will have no continuing obligation to advise KINGDOM OF BAHRAIN or any other person or entity with respect to future developments.

10. Records Retention and Disposal. At the conclusion of the legal services described in the first paragraph, above, you may request that your file in this matter be sent to you. If so, DLA Piper reserves the right, at its own discretion and expense, to retain a copy of all or part of the files you request. If you do not request your file, then the Firm will store the file at its expense for a period of seven (7) years following the conclusion of the matter. Thereafter, unless we receive written instructions from you to the contrary, DLA Piper will destroy the file, consistent with maintaining confidentiality, without further notice.

11. Consultation with Counsel. In the course of representing KINGDOM OF BAHRAIN, we may consult with our own counsel on our own behalf and without cost to KINGDOM OF BAHRAIN, whether outside counsel or attorneys inside the Firm who do not perform work for KINGDOM OF BAHRAIN on the matter, regarding our engagement for KINGDOM OF BAHRAIN or one or more aspects of that engagement. To the extent that we are addressing the Firm's rights or responsibilities, a conflict of interest might be deemed to exist between the Firm and KINGDOM OF BAHRAIN, particularly if a dispute were to arise between us and the KINGDOM OF BAHRAIN regarding the matter. KINGDOM OF BAHRAIN hereby consents to such consultation, and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent KINGDOM OF BAHRAIN or from acting in our own behalf, even if doing so might be deemed adverse to the interests of the KINGDOM OF BAHRAIN. KINGDOM OF BAHRAIN acknowledges that such communications are protected by our own attorney-client privilege from disclosure to the KINGDOM OF BAHRAIN.

If you have any questions about any aspect of our arrangements or our invoices from time to time, feel entirely free to discuss those questions with me.

If the scope of the services we are to render to you and the terms of the engagement are satisfactory, please confirm your agreement by executing the consent form below and returning one copy to me.

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Once again, thank you for this opportunity. We will endeavor to provide prompt and responsive legal services at all times.

Very truly yours,

DLA Piper LLP (US)

A handwritten signature in cursive script that reads 'Richard Newcomb'.

R. Richard Newcomb

I have read the above engagement and conflict waiver letter and agree and accept the terms and conditions set forth therein.

Ministry of Foreign Affairs

A handwritten signature in cursive script, appearing to read 'Abdullah Abdullatif', written over a horizontal line.

Abdullah Abdullatif
Undersecretary

Date: _____

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