

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, an 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. 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 Bruce Zagaris, Esq. Partner, Berliner, Corcoran & Rowe, LLP	2. Registration No. 5299
3. Name of Foreign Principal Government of Barbados	

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2003 JUN 19 AM 9:11

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.

The firm assists by preparing for discussions with the Barbados negotiating team and reviewing developments in U.S. tax policy.

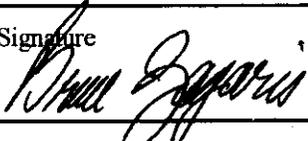
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The firm assists on helping prepare for negotiations or discussions of revisions to the U.S.-Barbados income tax treaty and any related matters.

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

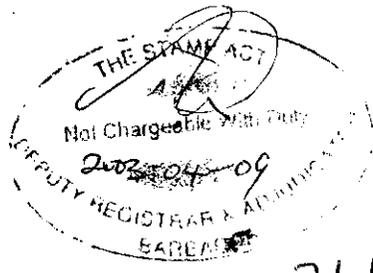
If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

It may include engaging in oral and/or written communications with U.S. officials in the executive and legislative branches who deal with tax policy and members of the public on U.S. international tax policy, especially insofar as it may impact on the U.S.-Barbados tax treaty.

Date of Exhibit B May 30, 2003	Name and Title Bruce Zagaris, Esq.	Signature 
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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.

512



BARBADOS

THIS AGREEMENT made the 31st day of *MARCH* 2003

BETWEEN THE GOVERNMENT OF BARBADOS (hereinafter referred to as "the Government") of the ONE PART and BRUCE ZAGARIS of Berliner, Corcoran Rowe, 1101 Seventeenth St, N.W Ste. 1100 Washington DC 20036 in the United States of America (hereinafter referred to as "the Consultant") of the OTHER PART.

WHEREAS IT IS AGREED as follows:

1. The Government hereby appoints the Consultant to serve with the Industry and International Business Division of the Ministry of Economic Development from the 1st of May, 2003 to the 30th day of April, 2005 and the Consultant accepts such appointment on the terms and conditions contained herein.
2. The duties of the Consultant are to advise on the following:
 - (a) developments in the United States tax law;
 - (b) international minimum standards for international business practice;
 - (c) developments concerning foreign sales corporation and lobbying efforts made in Washington;

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2003 JUN 19 AM 9:11

- (d) such other duties related to the above as may be determined by the Minister, Permanent Secretary or the Director of International Business.

3. (i) The Consultant shall exercise all reasonable skill, care, diligence, efficiency and economy in the discharge of his duties under this Agreement in accordance with generally accepted practices used in his profession and with professional consulting standards recognised by international professional bodies.

(ii) The Consultant shall always act, in respect of any matter relating to this Agreement or to his duties, as a faithful adviser to the Government, and shall at all times support and safeguard the Government's legitimate interests in dealing with third parties. The Consultant shall also use his utmost exertions to promote the interest of the Government.

4. (i) The Government will pay the Consultant a fee of US\$90,000.00 payable in arrears in monthly instalments upon submission of an invoice setting out the activities undertaken by the Consultant in carrying out his duties, the fee payable and expenses incurred (if any). Such expenses shall be limited to telephone, facsimile, postage, computer and transportation costs. All other costs will be detailed on the bill according to the categories incurred. On request, the receipts for the reimbursable costs will be provided. The

total expenses payable during the consultancy shall not exceed US\$9,000.00.

(ii) The Consultant shall keep accurate and systematic accounts and records of all relevant time charges and expenses related to the execution of his duties under this Agreement in accordance with accepted accounting principles.

5. All payments due to the Consultant hereunder shall be made to the Consultant whose receipt shall be a valid and sufficient discharge of the Government's liability in each case of payment to the Consultant.

6. The terms and conditions contained in this Agreement shall be exclusive to the Consultant named herein and shall not under any circumstances extend to the provision of similar services by or the payment of remuneration to any partner, servant or agent of the Consultant.

7. If the Consultant shall be compelled by reasons of ill-health (not caused by his own misconduct) to resign his office or if at any time it shall be certified by a Medical Board appointed by the Minister that he is incapable, by reason of any infirmity of mind or body, of rendering further efficient service, he shall be paid up to the date of such resignation or certificate but he shall have no further claim in respect of his service.

8. If the Consultant shall at any time neglect or refuse or from any cause (except ill-health not caused by his own misconduct, as provided in Article 7) become unable to perform any of his duties or to comply with any duly authorised order or shall disclose any information of an official nature to any unauthorised person, or shall in any manner misconduct himself he shall be liable to summary dismissal, and on such dismissal all rights and advantages reserved to him by this Agreement shall cease.

9. (i) Any information acquired by the Consultant in the course of his duties under this Agreement regarding the policy or processes of the Government shall be treated as secret and confidential and such "confidential information" shall not be disclosed to any other person, firm or company without the authority in writing from the Government.

(ii) This restriction shall continue to apply after the termination of this Agreement without limit in point of time unless and until such policy or processes shall become public knowledge.

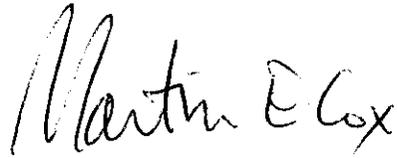
10. (i) Except in the case of dismissal for any cause as provided in Article 8 the Government may at any time determine the appointment of the Consultant on giving three months' notice in writing to that effect or on paying him one month's fee.

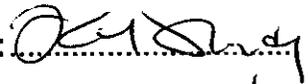
(ii) The Consultant may at any time determine his appointment by giving three months' notice in writing.

11. Any notice under this Agreement shall be in writing and may be served on the party upon whom it is to be served by sending it by registered post to the last known address of the party.

IN WITNESS our hands the day and year above written.

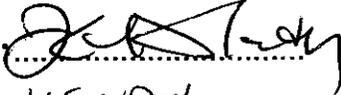
SIGNED by MARTIN E COX)
Permanent Secretary, Industry and)
International Business, Ministry of)
Economic Development for and on behalf)
of the Government in the)
presence of: FRANCOISE HENDY)



Signature of Witness: 
Name: FRANCOISE HENDY
Address: Ministry of Intl. Business Upton St Michael
Calling or Description: Attorney-at-law

SIGNED by BRUCE ZAGARIS, the)
Consultant in the presence of:)
FRANCOISE HENDY



Signature of Witness: 
Name: FRANCOISE HENDY
Address: Ministry of Economic Development Upton St. Michael
Calling or Description: Attorney-at-law