

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 .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 The Carmen Group, Inc. 1299 Pennsylvania Ave., NW #800W Washington, DC 20004	2. Registration No. New Registration 5320
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3. Name of foreign principal Parville, Finance, Ltd.	4. Principal address of foreign principal The Lake Building, Suite 120 Wickham Cay 1, Road Town, Tortola British Virgin Islands
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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:
(based on information by foreign principal)
 - 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.
- b) Name and title of official with whom registrant deals.

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

Financial Management (based on information provided by 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

Unknown

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

Unknown

Financed by a foreign government, foreign political party, or other foreign principal Yes No

Unknown

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

Unknown

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

Supervised by Republic of Kazakhstan for Financial Transaction.

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	Signature
8/4/99	Michael E. Russell	

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 The Carmen Group, Inc.	2. Registration No. New Registration #5320
3. Name of Foreign Principal Parville Finance Ltd.	

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 Carmen Group, Inc. has been hired to provide integrated public and governmental affairs services, including preparation for the visit of the President of the Republic of Kazakhstan to the U. S.

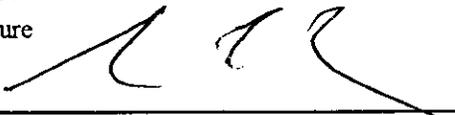
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Arrange logistics, meetings and other elements necessary to support the visit of Kazakstan officials. Provide through appropriate subcontractors, for public information programs, including press meetings and preparations of materials.

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.

Undertermined at this point.

Date of Exhibit B 8/5/99	Name and Title Michael E. Russell assistant Secretary	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.

**Agreement
Between
The Carmen Group Inc.
And
Parville Finance Ltd**

PART 2

The Carmen Group Inc., a company having its registered office in the United States of America, 1299 Pennsylvania Avenue N.W. , Suite 800 West, Washington D.C. 20004 (hereinafter « TCG ») agrees to provide government relations and public relations consulting services to the Republic of Kazakhstan (hereinafter "KAZAKHSTAN") and Parville Finance Ltd, a company having its registered office in the British Virgin Islands, The Lake Building, Suite 120, Wickhams Cay 1, Road Town, Tortola, (hereinafter "THIRD PARTY") agrees to compensate TCG in accordance with the terms described below.

**ARTICLE 1
FEES, BUDGET AND PAYMENT**

The compensation payable to TCG shall be calculated on the basis of published hourly rates of professionals providing services multiplied times the hours served TCG 1998 hourly rates range from \$65 (US) to \$ 500 (US)

A yearly budget has been developed for this project of \$700.000(US) in hourly charges (budget is included in accompanying proposal). THIRD PARTY will disburse quarterly payments of \$175.000 (US) on the first day each of quarter.

Designated payment dates shall be July 1, 1999; October 1, 1999; January 1, 2000; and April 1, 2000.

TCG will reconcile time charges against this prepayment.

All payments due to TCG hereunder shall be wire transferred to a bank account designated by TCG in writing and paid upon KAZAKHSTAN's receipt of an appropriate invoice issued by TCG for each payment.

TCG reserves the right to suspend service under this agreement if payment is not received according to the aforementioned pay schedule.

Any such suspension will be cured by the payment of amounts due according to the schedule, and TCG will resume services as soon as practicable after such payment is received.

In the absence of any prior written agreement hereto, if TCG anticipates that service of the required scope of work will exceed \$ 700.000 (US), TCG shall promptly advise Kazakhstan and, thereafter, mutually discuss necessary measures.

ARTICLE 2
EXPENSES

A yearly budget has been developed for this project of \$ 214,500 (US) in projected out-of-pocket expenses. This figure does not include travel costs for TCG executives. THIRD PARTY will disburse payments of \$ 53,625 (US) on the first day each of quarter. Designated payment dates shall be July 1, 1999; October 1, 1999; January 1, 2000; and April 1, 2000. TCG will reconcile expenses charges against this prepayment of expenses.

TCG reserve the right to suspend service under this agreement if payment is not received according to the aforementioned pay schedule. Any such suspension will be cured by the payment of amounts due according to the schedule, and TCG will resume services as soon as practicable after such payment is received.

All expenses, including but not limited to, travel, courier, telephone, federal express and photocopying are due and payable to TCG in addition to professional service fees. Travel is by KAZAKHSTAN's request only and is economy fare for flights under four hours and business class for longer flights. Hotels are as those provided for business class travellers.

In the event authorised expenses exceed \$ 53,625 (US) in any given quarter, TCG will invoice THIRD PARTY for the difference. Such invoices are to be due and payable by THIRD PARTY within 30 days of invoice date.

All payments due to TCG hereunder shall be wire transferred to a bank account designated by TCG in writing and paid in advance of KAZAKHSTAN's receipt of an appropriate invoice issued by TCG for each payment.

ARTICLE 3
TERM AND RETAINER

The initial term of this agreement is one year with a one year renewable option, commencing July 1, 1999, and upon receipt of a \$ 175,000 (US) retainer and the first prepayment of \$ 53,625(US) in expenses.

The agreement will terminate on June 30, 2000, unless renewed by the parties.

An annual automatic extension of this agreement can be made by the quarterly payment of \$ 175,000 (US) fee payment and \$53,625 (US) in expense prepayment on July 1, 2000.

ARTICLE 4
LATE FEES

All invoices are due upon receipt. Payment more than 30 days late are subject to one and one-half percent (1 ½ %) per month late penalty.

ARTICLE 5
CONFIDENTIALITY

All matters between the parties, including the provisions of this Agreement are confidential and shall not be transferred, communicated or delivered to a third party, whether or not for compensation, without the expressed prior authorisation of either party, or as required by law.

ARTICLE 6
IDENTICAL AUTHORITY OF PARTS 1 AND 2

Both Part I and Part II of the agreement shall have the same power.

ARTICLE 7
MISCELLANEOUS PROVISIONS

This Agreement (Parts I and II) contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous representation, warranty, understanding or agreement, written or oral, regarding such subject matter. This agreement shall not be deemed to create any partnership, joint venture or enterprise, or employment relationship between the parties.

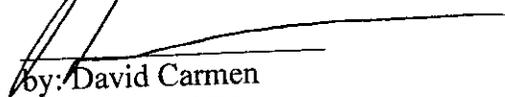
In the event any term of provision hereof is held to be invalid or unenforceable by final judgement of any court of competent jurisdiction, such term or provision shall thereupon be covered from this agreement and the remainder of the terms and provisions hereof shall remain in full force and effect.

This Agreement shall be construed in accordance with and governed by the laws of the District of Columbia and the United States of America.

The undersigned persons are authorised by the parties hereto to sign this Agreement and have read and fully understand the foregoing and it is their intent to be bound by the terms and conditions hereof.

For the Carmen Group Inc.

Agreed and accepted this 29 day of July 1999


by: David Carmen

President & CEO

For Parville Finance Ltd

Agreed and accepted this 29 day of July 1999

by : Parville Finance Ltd

