

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document of 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 of Registrant Miller & Chevalier, Chartered	2. Registration No. 5365
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3. Name of foreign principal Government of the State of Bahrain	4. Principal address of foreign principal c/o Abdulla Hassan Saif Ministry of Finance and National Economy P.O. Box 333 Manama, State of 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 (specify) _____

Individual - State nationality _____

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

a) Branch or agency represented by the registrant	Ministry of Finance and National Economy
b) Name and title of official with whom registrant deals	Sheikh Ebrahim bin Khalifa Al Khalifa, Undersecretary of the Ministry of Finance and National Economy

7. If the foreign principal is a foreign political party, state:

a) Principal address	Not Applicable
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 political party,

a) State the nature of the business or activity of this foreign principal

Not Applicable

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

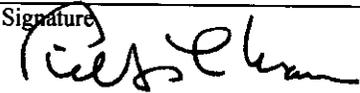
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

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

Not Applicable

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.

Not Applicable

Date of Exhibit A April 3, 2000	Name and Title Phillip L. Mann, President	Signature 
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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 Miller & Chevalier, Chartered	2. Registration No. 5365
3 Name of Foreign Principal Government of the State of Bahrain	

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.

Miller & Chevalier, Chartered, will work with the law firm of Hill & Barlow, a Professional Corporation, of Boston, Massachusetts, to provide advice and assistance to the Ministry of Finance and National Economy of the Government of the State of Bahrain in the preparation, negotiation, and ratification of a tax treaty between the United States and the State of Bahrain. In doing so, Miller & Chevalier will assist in negotiations with the U.S. Department of the Treasury and the Internal Revenue Service. Miller & Chevalier will also provide advice related to the U.S. Congress, including contacting U.S. Senators and their staff, as well as the staff of the Joint Committee on Taxation, the Senate Committee on Finance, and the Senate Committee on Foreign Relations.

Formerly OBD-65

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

See answer to Number 7.

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.

See answer to Number 7.

Date of Exhibit B	Name and Title	Signature
April 3, 2000	Phillip L. Mann, President	

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.

THE MINISTER'S OFFICE

No.LO/538(2)B.....

Date14th March 2000.....

مكتب الوزير

الرقم

التاريخ

Kenneth J. Krupsky,
Miller & Chevalier,
C/o Hill & Barlow,
One International Place,
Boston,
Massachusetts 02110-2607,
U.S.A.

Dear Sir,

Re : U.S. Legal Representation

I am pleased to confirm the engagement of your firm to act as U.S. legal counsel, in conjunction with the firm of Hill & Barlow.

Your client in this matter will be the Government of the State of Bahrain ("the Government"). You have been engaged to represent the Government in connection with possible consideration of a tax treaty with the United States. You will consult with the Government regularly on the progress of the representation. You will also work with the Government to make practical judgments about the scope and direction of the work to be performed so that your representation can be cost effective.

The fee arrangement, a consent agreement concerning conflicts of interest, and provisions concerning termination and post-termination matters are attached. If you are in agreement, please date, sign (in the space provided below), initial the attachment, and return this letter for our files.

Yours faithfully,

Abdulla Hassan Saif
Minister of Finance
and National Economy

Agreed and accepted :
Miller & Chevalier

By :
Title :
Date :

Terms of Representation

1. **Term** : Either of us may terminate the representation at any time for any reason by written notice, subject on your part to applicable rules of professional conduct.
2. **Fees** : Your fees will be based initially on the hours devoted to the representation at your hourly billing rates in effect from time to time. These rates currently range from \$130 to \$550 for lawyers and \$70 to \$130 for project and legal assistants. The current rate for Kenneth J. Krupsky is \$500.

You may adjust the fee downward at your discretion and reserve the opportunity to discuss with the Government whether an additional amount would be appropriate under all the circumstances at the conclusion of the representation.

Statements for your services will ordinarily be sent monthly and are due on receipt. Questions about statements are to be directed to the person sending the statement or your Executive Director.

3. **Expenses** : No separate charges are made for secretaries, overtime, local telephone, or regular postage. These items are considered overheads of your firm and are covered by your fees. You will bill internal copying at the rate of \$.15 per page, and outbound faxes at the rate of \$1.00 per page. Payments to third party vendors for express mail, deliveries, printing, travel costs, court filings, court reporters, and other similar fees are billed at cost. With respect to electronic research, your firm has entered into a favourable arrangement with LEXIS. Due to your volume, you receive a varying discount from their regular rates for most types of client research. In cases where discounts are applied by LEXIS, you will charge for Lexis use at a 35 percent discount to the regular usage charge.

Fees and expenses of third parties, such as experts and consultants retained by you with the Government's approval, will not be paid by you but will be directly billed to the Government unless other arrangements are made.

4. **Identity of Client** : This engagement for the Government does not for any purpose give rise unduly to an attorney-client relationship and conflicts of interest between any of the Government's affiliates except as follows, each of which is included in the definition of "the Government". Specifically, we have agreed that, during the course of its representation of the Government your firm will not be given any confidential information regarding any of the Government's affiliates or any matter other than the subject of this engagement. Accordingly, representation of the Government in this matter will not give rise to any conflict of interest in the event other clients of the firm are adverse to any of the Government's affiliates.

5. **Conflicts** : We are aware that your firm represents other Governments, companies, organisations, and individuals. It is possible that during the time you are representing the Government, some of your present or future clients may have disputes or transactions with the Government.

- a. **Consent** : The Government agrees that you may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to your work for the Government, even if the interests of such clients in those other matters are adverse to the Government. This includes

federal, state, or local tax matters that may involve issues whose resolution might be adverse to the Government's interests. However, any such adverse representation will exclude and screen any lawyers participating in this engagement and will exclude matters involving claims based on fraud, misconduct of senior management, RICO, or punitive damages.

- b. **Consent not applicable** : You agree that our prospective consent to conflicting representation contained in the preceding paragraph shall not apply in any instance where, as a result of your representation of the Government, you have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to the Government's material disadvantage.
 - c. **Withdrawal** : In addition, we agree that if a permitted conflicting representation does arise in the future, and the Government seeks to withdraw its consent to the conflicting representation, you may withdraw from your representation of the Government. Finally the Government will not assert that this representation should disqualify your firm or otherwise prevent you from that representation. This advance consent does not authorize your disclosure or use of any client confidences.
 - d. **Governing law** : This shall govern your engagement in any relevant jurisdiction, whether or not their rules vary from those of the District of Columbia. After the conclusion of this engagement, the District of Columbia Rules of Professional Conduct apply to conflict of interest issues.
6. **Conclusion of Representation ; Retention and Disposition of Documents** : Unless previously terminated, your representation of the Government will terminate upon you sending us your final statement for services rendered in this matter. Following termination, any otherwise nonpublic information we have supplied to you which is retained by you will be kept confidential in accordance with applicable rules of professional conduct. At our request, papers and property that we provided to you will be returned to us promptly upon receipt of payment of all outstanding statements. Your own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records and internal lawyers' work product such as drafts, notes, internal memoranda. You will also retain all other files pertaining to this case unless we instruct you otherwise. For various reasons, including the minimisation of unnecessary storage expenses, you reserve the right to destroy or otherwise dispose of any such documents or other materials retained by you within a reasonable time after the termination of the representation.
7. **Post-Representation Matters** : After termination of this representation, changes may occur in the applicable laws or regulations that could have an impact upon our future rights and liberties. Unless the Government specifically engage you to provide additional advice on issues arising from such changes, the firm has no continuing obligation to advise us with respect to future legal developments.