

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 Patton, Boggs & Blow 2550 M Street, N.W. Washington, D.C. 20037		2. Registration No. 2165
3. Name of foreign principal Bank of Credit and Commerce International	4. Principal address of foreign principal Shaikh Hamdan Road Abu Dhabi United Arab Emirates	

5. Indicate whether your foreign principal is one of the following type:

Foreign government

Foreign political party

Foreign or  domestic organization: If either, check one of the following:

Partnership

Committee

Corporation

Voluntary group

Association

Other (specify) \_\_\_\_\_

Individual—State his nationality \_\_\_\_\_

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

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: N/A

a) Principal address

b) Name and title of official with whom the 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

Commercial banking

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SECTION  
REGISTRATION UNIT

b) Is this foreign principal

- 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 whole 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 may be used.)

The government of Abu Dhabi and members of the ruling family of Abu Dhabi are controlling shareholders of the foreign principal. As such, they are in a position to control the election of Directors and through such Directors, consistent with such Directors' independent obligations to the institution, to exercise influence over the policies and operations of the principal.

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.

N/A

Date of Exhibit A

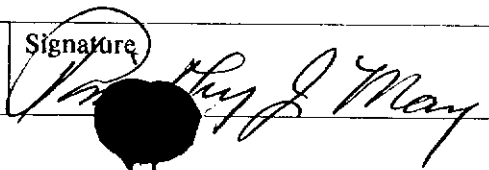
5-3-91

Name and Title

Timothy J. May, Jr.

Managing Partner

Signature



**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. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant Patton, Boggs & Blow	Name of Foreign Principal Bank of Credit and Commerce International
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Check Appropriate Boxes:

- The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- The agreement or understanding between the registrant and 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 the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will serve as counsel, billing on an hourly basis, plus disbursements.

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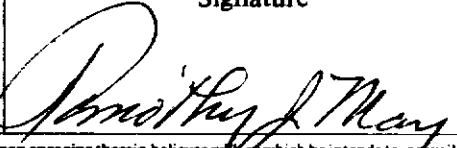
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

To provide legal advice and representation to the principal before Congress, the Federal Reserve Board and other federal agencies as required.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
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.

Some of the activities above may include efforts to affect the formulation of Congressional policies regarding the regulation and supervision of foreign banks.

Date of Exhibit B	Name and Title	Signature
5-3-91	Timothy J. May, Jr. Managing Partner	

<sup>1</sup> Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other 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.

PATTON, BOGGS & BLOW  
2550 M STREET, N.W.  
WASHINGTON, D.C. 20037  
(202) 457-6000

TRT TELE: 197780  
TELECOPIER: 457-6315

WRITER'S DIRECT DIAL

(202) 457-6333

October 15, 1990

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Mr. Zafar Iqbal  
Chief Executive Officer  
Bank of Credit and Commerce International, S.A.  
P. O. Box 44338  
Abu Dhabi  
United Arab Emirates

'91 MAY -3 P1:22

INTERNAL SECURITY  
SECTION  
REGISTRATION UNIT

Dear Mr. Iqbal:

We are pleased that the BCC Group has retained Patton, Boggs & Blow to act as general counsel for the Group in the United States. I am enclosing with this letter the initial terms of reference for our engagement which we worked out on my recent trip to Abu Dhabi, as modified by further exchanges with Mr. Siddiqi. As we discussed, I expect that the scope of our responsibilities, and consequently the terms of reference, will evolve over time as the relationship develops.

This letter sets forth the basis on which Patton, Boggs & Blow will provide legal services to the BCC Group.

We will bill you monthly for legal services and for disbursements incurred in the performance of those legal services. Separate disbursement categories will include long distance and overseas telephone charges, delivery and courier charges, reproduction costs, facsimile charges, travel expenses, filing fees and other similar out-of-pocket expenses. We appreciate payment of our statements within thirty days following receipt.

Our fees for legal services will be based on our standard hourly rates in effect when the work is performed. The hourly rates of our attorneys are based on level of experience, specialization and professional achievement, and you will find that they are comparable to the hourly rates of other Washington attorneys with similar levels of professional experience and capabilities. The fees for our associate attorneys range from \$100 to \$160 per hour depending on their years of experience as a practicing attorney, and our partners from \$175 to \$350 an hour. I will have overall responsibility for our firm's work on your behalf, and I will be assisted on litigation and investigation matters by Ronald S. Liebman, on bank regulatory matters by W. Caffey Norman III, and on

PATTON, BOGGS & BLOW

Mr. Zafar Iqbal  
October 15, 1990  
Page 2

transactional matters by such of our attorneys as are qualified to handle the transaction in question. The hourly rates of Messrs. Liebman, Norman, and myself are \$290, \$220 and \$220, respectively. These rates are usually adjusted annually.

In assuming this representation, we are not aware of any conflicts of interest which would interfere with our full and adequate representation of your interests. In this regard, you may be aware that in December 1986, officers of BCCI's New York Agency requested our firm's assistance for a valued customer of the Bank, Mohammad Hammoud, in connection with Mr. Hammoud's acquisition of property in Virginia financed by the Bank. The Bank's loan to Mr. Hammoud is currently one of the subjects of a New York grand jury investigation. We must determine how properly to proceed and will advise you accordingly. As is true with all our clients, should any irreconcilable conflicts arise in the course of our representation, we reserve the right to limit the scope of our legal services to avoid such a conflict, or if necessary, to withdraw after taking steps to assure that you are properly and adequately represented.

We look forward to working with you. If you have any questions, please do not hesitate to give me a call.

Sincerely yours,



PATTON, BOGGS & BLOW

Oct. 15, 1990

TERMS OF REFERENCE

The BCC Group (the "Bank") has retained Patton, Boggs & Blow ("PBB") to act as its general counsel in the United States. In this capacity, PBB will have overall responsibility for the conduct of the Bank's legal affairs in the United States, acting as necessary through U.S. firms currently retained to provide various legal services to the Bank in the United States.

Both the Bank and PBB recognize that a certain period of time will be required for PBB to become sufficiently knowledgeable about the Bank's structure, business, current legal problems, and future plans and objectives to play the role contemplated.

It is the intention of the Bank and PBB to accomplish this transition without disruption to the Bank or prejudice to its legal interests. Both the Bank and PBB appreciate that the dynamics of ongoing legal matters and the interaction of individual personalities involved in the transition process will render a detailed terms of reference at this time at best incomplete and at worst detrimental to the objectives sought. However, in the first instance, PBB will proceed as follows:

- 1) Fully to inform itself about the Bank's activities and legal affairs in the United States.
- 2) To review, assess, and recommend changes as appropriate with respect to the actions and strategies of the law firms currently retained by the Bank in the United States.
- 3) To make recommendations regarding the cost effective management of the provision of legal services to the Bank in the United States.
- 4) To coordinate and oversee, working in concert with the Bank's U.S. Affairs Department, Central Office, Abu Dhabi, the work of law firms currently employed by the Bank in the United States.
- 5) To advise and assist the Bank in structuring and conducting its operations in the United States so as to enhance the Bank's image as a serious and credible institution of integrity whose presence in the United States is desired by United States banking authorities and other relevant entities of the U.S. Government.
- 6) PBB will keep the Executive-in-Charge, U.S. Affairs Dept. at Central Office in Abu Dhabi (the Executive-in-Charge) or any other Executive designated for this purpose by the



Chief Executive Officer of the BCC Group, informed in respect of all major developments in legal matters in United States and will obtain prior approval with respect to actions/decisions which may involve material amounts and/or relate to important commercial/banking and image-related matters.

- 7) The arrangement set out herein will be subject to annual review.
- 8) Fees payable to PBB will be calculated as set forth in the engagement letter.
- 9) PBB will render its Bill of Costs monthly.
- 10) The arrangement set out herein can be terminated by either party by giving notice in writing.