

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, DC. 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.

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 Pillsbury Withrop Shaw Pittman LLP 50 Fremont Street San Francisco, CA 94105-2228		2. Registration No. 5198
3. Name of foreign principal Bangladesh Nationalist Party	4. Principal address of foreign principal Naya Paltan Dhaka Bangladesh	
5. Indicate whether your foreign principal is one of the following: <input type="checkbox"/> Foreign government <input checked="" type="checkbox"/> Foreign political party <input type="checkbox"/> 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): _____ <input type="checkbox"/> 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. Naya Paltan, Dhaka, Bangladesh b) Name and title of official with whom registrant deals. H.E. Khaleda Zia, Chairperson c) Principal aim. To advance restoration of a democratic government and expedite elections in Bangladesh		

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CRM/REGISTRATION UNIT

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 <input type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

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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
June 12, 2007	Stephan E. Becker	

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. 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 Pillsbury Winthrop Shaw Pittman LLP	2. Registration No. 5198
3. Name of Foreign Principal Bangladesh Nationalist Party	

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CRM/ISS/REGISTRATION UNIT

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 Registrant has been retained by the foreign principal in efforts to promote the holding of democratic elections and the restoration of democratic government in Bangladesh. See attached May 30, 2007 Retainer Agreement between the Registrant and the Bangladesh Nationalist Party. These efforts on behalf of the foreign principal may include contacting officials of the U.S. Government, international institutions, the media, and concerned persons in the United States and elsewhere; preparing and distributing informational materials for dissemination or publication; holding press conferences and presenting lectures and speeches; conducting media or advertising campaigns; and other similar activities.

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

In furtherance of its efforts on behalf of the foreign principal to promote the holding of democratic elections and the restoration of democratic government in Bangladesh, the Registrant may contact officials of the U.S. Government, international institutions, the media, and concerned persons in the United States and elsewhere; prepare and distribute informational materials for dissemination or publication; hold press conferences and present lectures and speeches; conduct media or advertising campaigns; and engage in other similar activities.

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CENTRAL REGISTRATION UNIT

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 may engage in political activities on behalf of the foreign principal relating to the promotion of democratic elections and the restoration of democratic government in Bangladesh, as noted in response to Question 8, above. Towards these ends the Registrant may contact Executive Branch officials, officials of government agencies, members of the U.S. Senate and House of Representatives and their staffs, the media, officials with international political institutions and non-governmental organizations, and concerned persons in the United States and elsewhere; prepare and distribute informational materials for dissemination or publication; hold press conferences and present lectures and speeches; conduct media or advertising campaigns; and engage in other similar activities.

Date of Exhibit B	Name and Title	Signature
June 12, 2007	Stephan E. Becker	

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.



Pillsbury  
Winthrop  
Shaw  
Pittman LLP

PILLSBURY WINTHROP SHAW PITTMAN LLP  
2300 N STREET NW  
WASHINGTON, D.C. 20037

2007 JUN 13 PM 4:52  
COMMUNICATIONS UNIT

Bangladesh Nationalist Party – ~~U.S. Chapter~~  
c/o Mr. Shahriar A. Haque  
7362 – 196<sup>th</sup> Place  
Fresh Meadows, NY 11366

Dear Mr. Haque:

We are pleased that the Bangladesh Nationalist Party – ~~U.S. Chapter~~ (or “you”) selected Pillsbury Winthrop Shaw Pittman LLP (“we” or the “Firm”) as legal counsel to represent you with respect to the matter identified below. The purpose of this letter is to set forth the terms and conditions of our representation and the basis for the fees to be charged.

1. NATURE OF THE ENGAGEMENT.

You have requested that we represent you in connection the professional lobbying and consulting services described in the Scope of Work set forth in the Proposal dated May 30<sup>th</sup>, 2007.

We understand that you will not be relying on us for especially intense levels of legal expertise and services, an example of which would be legal representation in an adversarial action, unless otherwise mutually agreed in writing.

For purposes of this representation, our client is the Bangladesh Nationalist Party – ~~U.S. Chapter~~ and not the Government of Bangladesh.

In the course of engagements, it sometimes becomes necessary to provide opinions or advice as to the laws of jurisdictions other than those where the Firm has established offices. Special local counsel may need to be retained in that situation. We will advise you if, in our judgment, the need for local counsel in the engagement has arisen.

As required by U.S. law, the Firm may be required to register our representation of you with the appropriate U. S. Government authorities.

2. BILLING POLICIES AND PROCEDURES.

Please understand that timely payment of our fees is important to the Firm and a critical part of our engagement. If the Firm is not paid within 35 days following the date such payment is due, you agree that interest on the full amount thereof at the rate of 1% per month will also be due. Interest will commence to run on the 35<sup>th</sup> day following the dates on which payments are due, as set forth in paragraph 3, for all unpaid amounts. Payment



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of interest does not in any way waive or limit our Firm's rights to withdraw from representation for failure to make timely payment when due.

If at any time you wish to discuss any matter relating to our billing policies, we encourage you to communicate with us.

3. FIXED FEE

We have agreed to perform the Scope of Services for a fixed fee of Four Hundred Thousand Dollars (\$400,000.00) U.S. for twelve (12) months following the date of commencement of work on this engagement. You will pay an initial installment of One Hundred Sixty Thousand Dollars (\$160,000.00) U.S. to be wired to the Firm pursuant to instructions we provide to you. We will commence our work on this engagement immediately after receiving the initial installment from you. You will pay the second installment in the amount of Eighty Thousand Dollars (\$80,000.00) U.S. on or before September 15, 2007; the third installment of Eighty Thousand Dollars (\$80,000.00) U.S. on or before November 15, 2007; and the fourth and final installment of Eighty Thousand Dollars (\$80,000.00) U.S. on or before February 15, 2008.

In addition, should we and you expressly agree to expand the Scope of Services in the future, the Firm may require an additional payment and supplemental engagement letter. We will discuss the additional payment that would be appropriate given the services required of the Firm at that time.

Payment of the initial and all subsequent payments should be wired to the Firm in accordance with the instructions we provide to you.

4. CONFLICT OF INTEREST.

**Check this box if there is no Conflict of Interest.**

We have performed a conflict-of-interest review and determined that we do not represent any current client adverse to you in any matter, and have not represented any client in the past adverse to you on a matter that is substantially related to the current engagement for you.

5. ADVANCE CONFLICT WAIVER.

As you know, the Firm represents many different clients with diverse interests. Many of our clients compete with one another and do business with one another. We are



precluded by the Rules of Professional Conduct and Code of Professional Responsibility, however, from representing a client in a matter in which the client's interests are adverse to the interests of another client of the firm, absent the written consent of both clients. In the future, we may be asked to represent another client in a transaction or dispute adverse to you, where that transaction or dispute is unrelated to the matter involved in our representation of you. For that circumstance, we ask that you give us advance consent at this time to any such representation and that you waive any conflicts that such a representation would present.

6. TERMINATION.

You may terminate our representation at any time, with or without cause, by providing thirty (30) days' written notice to us. In that circumstance, your papers and any of your other property will be returned promptly upon our receipt of a written request from you for their return and our receipt of payment for fees and other charges incurred through the date of such termination.

Your termination of our engagement will not affect your responsibility for payment for legal services rendered and other charges incurred prior to termination or in connection with a transition of the matter to other counsel. At our own expense, we may retain a copy of all files, records and documents involving the matter.

We have the right to withdraw from our representation of you subject to any applicable professional responsibility rules. Certain circumstances may require us to withdraw from continuing to represent a client. We will identify in advance and discuss with you any situation that might require or lead to our withdrawal from representation.

7. ARBITRATION OF DISPUTES.

If you disagree with the nature and quality of our representation of you, or if you have any concern as to any other matter related to or arising out of our engagement, please discuss any such questions or concerns with us. Typically, such questions or concerns can be resolved to the satisfaction of both parties with little inconvenience or formality. In the event any dispute cannot be resolved informally, you agree to resolve any and all disputes with the Firm, or with any of our lawyers or staff arising from or relating to our work for you, exclusively through private and confidential binding arbitration before the American Arbitration Association, under the rules for commercial disputes, before one neutral arbitrator for any dispute where the claim is less than \$100,000, or before three neutral arbitrators for any larger dispute.



8. RETURN OF FILES AND OTHER MATERIALS AT COMPLETION OF ENGAGEMENT.

At the completion of this engagement, you may request the return of any client papers, files and other property in our possession. Such a request should be made in writing. In working on the engagement, we will preserve communications and documents in either hard-copy or electronic form, depending on the circumstances. If you do not request the return of such materials, we will maintain them only for a period of five (5) years, after which time you agree that we may dispose of them. Prior to disposal of such materials, we will advise you in writing, at the last known address in our files, of our intent to do so and give you an opportunity to request the materials if you so desire. Any disposal will be made in a confidential manner. You agree to pay for all time and costs related to identification, review and return to you of any materials. At our sole discretion and expense, we may make and keep a copy of any materials being returned to you.

9. REVIEW AND RETURN OF LETTER.

We ask that you review this letter carefully and let us know if there is any provision that you do not understand. If the terms of this letter are acceptable, please sign the enclosed copy of this letter and return it to us. We recommend that you keep a signed copy of this letter in your files. If you have questions or concerns about any aspect of our services or the relationship at any time, please do not hesitate to contact us.

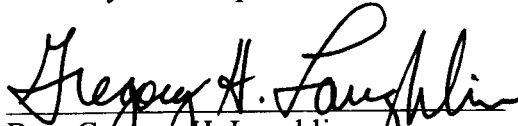
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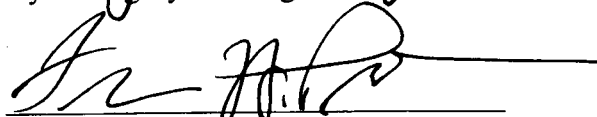




We are pleased to have this opportunity to be of service and look forward to working with you on this engagement.

Very truly yours,  
Pillsbury Winthrop Shaw Pittman LLP


  
By: Gregory H. Laughlin

  
By: Florence W. Prioleau

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CIVIL RIGHTS REGISTRATION UNIT

Accepted and Agreed to:

The undersigned hereby represents and warrants to Pillsbury Winthrop Shaw Pittman that the undersigned is duly authorized to execute, deliver and perform this Agreement on behalf of Bangladesh Nationalist Party – ~~U.S. Chapter~~

By:   
Name: SHAHRIAR A. HAQUE  
Title: (ON BEHALF OF CHAIR PERSON)

HE. KHALEDA ZIA

Date: May 30, 2007