

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 <i>Brady + Berliner</i>	2. Registration No. <i>3656 5222</i>
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3. Name of Foreign Principal <i>Powerex</i>
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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.


Monitoring regulatory and legislative developments in the US related to restructuring of electric utility industry, periodic reporting by telephone, memorandum, or briefing. NO representational work involved.

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

Same as 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.

Date of Exhibit B	Name and Title	Signature
12/31/97	John W. Jimison	

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.

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 Brady & Berliner, 1225 19th St., N.W., #800, Washington, D.C. 20036	2. Registration No. 3656 5222
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3. Name of foreign principal Power ex	4. Principal address of foreign principal 666 Burrard St. St. 2210 Vancouver; B.C. V6C 2K8 CANADA
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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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

Individual—State his 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 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
Exports of electric power generated in British Columbia to buyers in the U.S.

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57 NOV - 8 10 11 12
CRM/REGISTRATION DIVISION

- 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.)

Powerex is an affiliate of B.C. Hydro, an electric utility owned by the B.C. provincial government. Powerex is autonomous and self-sustaining.

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 <i>3/11/97</i>	Name and Title. Roger A. Berliner, Mgr. Partner <i>John W. Jamison</i>	Signature <i>John W. Jamison</i>
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Name of Registrant	Name of Foreign Principal
Brady & Berliner	Powerex 5222 St

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.

Brady + Berliner monitors news, trade press, and official decisions and publications to be aware of developing policies with regard to electricity restructuring. Of particular interest are developments which may affect power exports into the U.S. from Canada. Contacts with officials only occur for the purpose of understanding any such implications of U.S. electricity industry restructuring for US-Canadian electricity trade, and, if necessary, noting potential concerns from the perspective of a Canadian power exporter.

STAMPED
COMMUNICATIONS SECTION

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

Activities primarily involve monitoring developments and reporting to the management of Powerex. Very occasionally, activities may include an inquiry by telephone or in person with a U.S. official. There have been no such contacts to date.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced.

LAW OFFICES
BRADY & BERLINER
A PROFESSIONAL CORPORATION
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TELEPHONE (202) 955-6067
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CALIFORNIA OFFICES
LOS ANGELES
SACRAMENTO
BERKELEY

April 12, 1996

K.G. Peterson
President & Chief Executive Officer
Powerex
Suite 2210
666 Burrard Street
Vancouver, British Columbia
Canada V6C 2X8

Dear Ken,

This letter is intended to formally confirm the agreement we reached regarding the nature of, and compensation for, services that Brady & Berliner will perform on behalf of Powerex over the next year.

Brady & Berliner will represent Powerex before the California Public Utilities Commission ("CPUC") on matters relating to the restructuring of the California electricity industry. Our participation on behalf of Powerex will be targeted and prioritized to ensure that our efforts are geared to achieve Powerex's primary objectives in California. We have agreed on a \$50,000 annual budget to achieve that purpose, which will, by necessity, require the prioritization we have discussed. Work executed within this budget will receive prior authorization from Powerex. Brady & Berliner's efforts on behalf of Powerex in connection with the CPUC will be compensated in accordance with our normal hourly rates (attached). All of these rates are subject to change over time. Our minimum increment of professional time is one-quarter hour.

In addition, Brady & Berliner will supplement the efforts of your other Washington counsel by performing a government affairs/relations role. In this capacity, it is expected that Brady & Berliner will contact senior U.S. government officials from time to time to advance the interests of Powerex. It is recognized that the nature of this work does not lend itself to hourly compensation, and this undertaking by Brady & Berliner will be compensated by Powerex through an annual retainer of \$25,000. The nature and content of this work will be discussed regularly with you.

BRADY & BERLINER

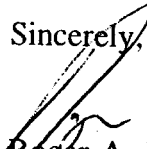
K.G. Peterson
April 12, 1996
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Brady & Berliner does not separately bill clients for normal secretarial or staff time, nor does Brady & Berliner charge for computer time associated with the word processing system. Brady & Berliner does bill clients for all out-of-pocket disbursements incurred, which may typically include court costs, filing fees, computer research costs, postage, copying, long distance telephone calls, use of facsimile machines, cab fares, mileage reimbursements, airline tickets, overnight accommodations and out-of-town meal charges, secretarial overtime charges, and local messengers.

If possible, bills will be mailed on or around the 5th of each month, reflecting the fees and disbursements through the last day of the prior month. Because Brady & Berliner may be charged for out-of-pocket expenses after the monthly billing date, some disbursements for an earlier billing period may be included in a subsequent bill.

Fees are payable immediately upon receipt of Brady & Berliner's statement and prompt payment is appreciated. Powerex and Brady & Berliner also have the right to terminate this engagement at any time.

Ken, Brady & Berliner is extremely pleased to be able to serve you in these capacities. and we look forward to a satisfying and mutually rewarding relationship with Powerex.

Sincerely,

Roger A. Berliner
Managing Partner

013003

SEEN AND AGREED:

Powerex

Dated:

By: _____
K.G. Peterson
Its: President & Chief Executive Officer

Attachment

07 APR -2 4:11:11
CRM/COO/ADMIN/ADMIN CRT