

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 Caplin & Drysdale, Chartered	2. Registration No. 5815
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3. Name of foreign principal Principality of Liechtenstein	4. Principal address of foreign principal Government of the Principality of Liechtenstein Staedtle 49, FL-9490 Vaduz Principality of Liechtenstein
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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 \_\_\_\_\_

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

a) Branch or agency represented by the registrant.  
Ministry of Finance

b) Name and title of official with whom registrant deals.  
Frank A. Heeb, B.B.A. , Foreign Official, Government Officer, Ministry of Finance.

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

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.)*

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
6/21/07	H. David Rosenbloom, Member	

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 Caplin & Drysdale, Chartered	2. Registration No.  5815
3. Name of Foreign Principal Principality of Liechtenstein	

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.

Registrant will serve as legal advisor to Liechtenstein. In return for the advise and information provided by Registrant as necessary, or as requested by Liechtenstein, Liechtenstein will make payments based upon an hourly fee arrangement. Liechtenstein will also make payments for travel and accommodation expenses (as established by consultation between the two parties) incurred by Registrant in any business made on Liechtenstein's behalf.

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

Serve as legal advisor, providing the following services:

1. Provides appropriate advice to the Principality of Liechtenstein regarding the formation of Liechtenstein's policy for negotiation of a U.S.-Liechtenstein Tax Information Exchange Agreement (TIEA).
2. Provides to Liechtenstein appropriate information on U.S. domestic taxation laws, the U.S. tax treaties and TIEAs and U.S. tax treaty policy.
3. Other than the above-mentioned services, provides advice or information to Liechtenstein as is requested, or as appropriate.

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.

Meet with Treasury Department officials on behalf of the Principality of Liechtenstein regarding a possible Tax Information Exchange Agreement (TIEA) and tax treaty.

Date of Exhibit B 6/21/07	Name and Title H. David Rosenbloom, Member	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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**Caplin & Drysdale**  
ATTORNEYS

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May 25, 2007

Regierung des Fürstentums Liechtenstein  
Head of the QI-Working Group  
Regierungsgebäude  
Städtle 49  
FL-9490 Vaduz, LIECHTENSTEIN

ATTENTION: Frank A. Heeb

Dear Sirs:

The purpose of this letter is to explain our fee arrangement and confirm the terms and conditions under which Caplin & Drysdale will undertake to represent the Principality of Liechtenstein in connection with treaty and exchange of information negotiations with U.S. tax authorities.

The enclosed General Provisions explain our billing practices. As stated therein, our fees will be based primarily on the hourly billing rates established for each attorney, which currently range from \$215 an hour for new associates to \$875 an hour for senior partners. My time will be billed at \$875 an hour. Although I will be the one responsible for this engagement, various portions of this matter may be handled by other firm lawyers. In addition to our fees, we will be entitled to payment or reimbursement for costs and expenses as set forth in the General Provisions.

We are pleased to have this opportunity to be of service and to work with you.

Sincerely,



H. David Rosenbloom

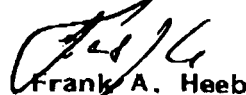
HDR/nmo

Enclosure

cc: Peter R. Altenburger, Esq.

DOC# 284065

In the Name of the Liechtenstein Government



Frank A. Heeb

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CRM/CES/LEGAL SUPPORT UNIT



## CAPLIN & DRYSDALE, CHARTERED

### Representation and Fees

#### GENERAL PROVISIONS

Except as modified by the accompanying engagement letter, the following apply to the relationship between Caplin & Drysdale and our clients:

1. Fees for services rendered will be based on the reasonable value of those services as determined in accordance with the American Bar Association and District of Columbia Rules of Professional Conduct. Such fees will be based primarily on our established hourly billing rates subject to adjustment from time to time by the firm. The billing rate for each attorney depends generally on that attorney's expertise and experience, and these rates are adjusted from time to time by the firm. The time for which a client will be charged will include, but will not be limited to, legal research; factual investigation; drafting of letters, pleadings, briefs and other documents; telephone and office conferences with a client and counsel, witnesses, consultants, court and other governmental personnel and others; conferences among our lawyers and staff on the client's case; responding to clients' requests for us to provide information to their auditors in connection with reviews or audits of financial statements; travel time; waiting time in court; and time in depositions and other discovery proceedings. In determining our final fees, including whether in view of the final result a premium is appropriate, subject to approval by the client, we consider the novelty and difficulty of the legal issues involved, the responsibility assumed, the benefit accruing to the client and any unforeseen circumstances which arose during the course of the representation.

2. Where appropriate, we may utilize paralegal personnel. Time devoted by paralegals to client matters is charged at established hourly billing rates which also are subject to adjustment from time to time by the firm.

3. In addition to our fees, we will be entitled to payment or reimbursement for costs and expenses incurred such as photocopying, local messenger and intercity delivery service, computerized research, travel (including mileage, parking, airfare, lodging, meals and ground transportation), long-distance telephone, telecopying, support staff overtime, court and agency costs and filing fees. Certain of such items may be charged at a rate computed to cover our direct cost and overhead. Unless special arrangements are made at the outset, fees and expenses of experts, investigators, accountants, consultants, court reporters, and other outside providers of personal services will not be paid by us and will be the responsibility of, and billed directly to, the client.

4. Although we may from time to time, at a client's request and for the client's convenience, furnish estimates of fees or costs that we anticipate will be incurred, these estimates are subject to unforeseen circumstances and are by their nature inexact. We will not be bound by any estimates except to the extent expressly set forth in the engagement letter.

5. Fees and expenses will be billed monthly and are payable upon presentation. We expect prompt payment. We reserve the right to defer providing additional services or to discontinue our representation if billed amounts are not paid when due.

6. A client has the right at any time to terminate our services and representation by notice to the firm. Such termination does not, however, relieve the client of the obligation to pay for all services rendered and expenses paid or incurred on behalf of the client prior to the date of such termination, or in connection with it.

7. We reserve the right to withdraw from our representation if, among other things, the client fails to honor the terms of the engagement letter, the client fails to cooperate or to follow our advice on a material matter, or any fact or circumstance which would or could, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, the client will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of the client to the date of withdrawal.

8. Scope of Representation. Unless otherwise noted, our client for purposes of this representation is the person or entity to whom the accompanying engagement letter is addressed, and not any affiliates of such person or entity (i.e., if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders, or partners of such corporation or partnership or commonly owned partnerships or corporations; or if you are a nonprofit organization, any members, employees, officers or directors of the organization; if you are an association with members, any of your members; if you are an individual, your spouse, any of your relatives, or others whose interests may be affected by the representation). For conflict of interest purposes, we may represent another client with interests adverse to any such affiliate.

We are a relatively large law firm and we represent many other companies and individuals in a variety of specific, project-based matters, and not usually as general outside counsel. It is possible that during the course of the representation, other present or future clients will have disputes with you. As a condition to our undertaking the current representation, it is agreed that we may continue to represent or in the future undertake to represent existing or new clients in matters not substantially related to the current representation, even if the interests of such other clients are directly adverse to your interests. This consent shall not apply in the event that during the course of our representation we have obtained sensitive, proprietary, or other confidential information, of a non-public nature, that could be used to the advantage of such other client or to your disadvantage in any matter for which we are approached for representation by that client.

9. Conclusion of Representation. It is our policy that the attorney-client relationship is terminated upon completion of any services that we have been retained to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to these terms of engagement, as they may be supplemented or changed at that time. With respect to document retention, when our engagement on any matter is completed, we close our active files, return original documents obtained from the client to the client, and store copies of documents for five years, after which, unless different arrangements are made, we destroy our closed files.