

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 The Law Offices of John P. Sears 818 Connecticut Avenue, N.W. Washington, D.C. 20006	2. Registration No. 3584
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3. Name of foreign principal City of Frankfurt	4. Principal address of foreign principal Rathaus 6000 Frankfurt Am Main
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5. Indicate whether your foreign principal is one of the following type: Federal Republic of Germany

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Individual—State his nationality _____
 - Committee
 - Voluntary group
 - Other (specify) Municipal Government
City of Frankfurt am Main (Germany)

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

a) Branch or agency represented by the registrant.
City of Frankfurt, Federal Republic of Germany

b) Name and title of official with whom registrant deals.
~~XXXXXXXXXXXXXXXXXXXX~~ Dr. Hans Jurgen Moog
~~XXXXXXXXXXXXXXXXXXXX~~

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. N/A

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

N/A

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.)

N/A

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	Name and Title	Signature
5/8/84	Robert K. Kelley, Partner	

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	Name of Foreign Principal
The Law Offices of John P. Sears	City of Frankfurt

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.

Advise and assist the City of Frankfurt with respect to maintaining contact, as necessary, with officials at the federal, state and local level in connection with economic, cultural and civic programs of the City of Frankfurt, and to assist the City of Frankfurt in the U.S. in promotion of its commercial interests.

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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.

Assist the City of Frankfurt in establishing and maintaining contact with U.S. cities, with federal and state officials, and with U.S. civil entities and individuals in cultural, educational, and commercial areas.

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 together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
5/8/84	Robert K. Kelloy, Partner	

¹Political 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 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.

Nachtragsvereinbarung

zur Vereinbarung vom 21. Juni 1982 zwischen dem Magistrat
der Stadt Frankfurt am Main
und Herrn Rechtsanwalt Robert K. Kelley, Washington D.C. 20006.

§ 1

Die am 21. Juni 1982 abgeschlossene Vereinbarung wird zu den
gleichen Bedingungen bis zum 31. Dezember 1984 verlängert, soweit
nicht nachstehend Abweichendes vereinbart ist.

§ 2

Das in der Vereinbarung festgelegte Honorar von jährlich
65.000,- DM wird in zwei Raten von je 32.500,- DM am
1. April 1984 und 1. Oktober 1984 fällig.

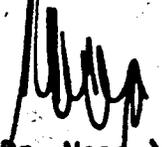
§ 3

Die Vereinbarung verlängert sich jeweils um ein weiteres Jahr,
wenn sie nicht bis zum 31. Oktober eines Jahres von einem
Vertragspartner gekündigt wird.

Frankfurt am Main, den 16.01.1984

Washington, den 30-1-1984

Stadt Frankfurt am Main
Der Magistrat


(Dr. Hoog)
Bürgermeister


(Robert K. Kelley)

AGREEMENT

Between the City of Frankfurt on the Main - The Municipal Council -
called below "City",
on the one hand
and
the attorney Mr. Robert K. Kelley, Law Offices Baskin and Sears,
P.C. 818 Connecticut Avenue N.W. Washington, D.C. 20006,
on the other hand
have been agreed the following terms:

§ 1

The attorney Mr. Kelley keeps on behalf of the "City" political and economical contacts with the authorities, the firms and the representatives of the public life in the United States of America with the object of strengthening the presence of Frankfurt in the United States.

§ 2

The attorney Mr. Kelley has principally to advise and assist the "City" in the fields of the commercial promotion in the United States, the establishment of American concerns in Frankfurt as well as on the legal, political and economical questions relating to these matters.

§ 3

The agreement between the "City" and the attorney Mr. Kelley begins on July 1, 1982 and expires on December 31, 1983. The prolongation of this contract must be arranged 2 months at latest before the expiration of this agreement.

§ 4

The attorney Mr. Kelley receives for his functions yearly

65.000,-- DM

(in words: sixty-five thousand Deutsche Mark)

This remuneration covers eventual expenses, too.
It will be paid on September 1, 1982.

§ 5

The attorney Mr. Kelley binds himself not to assume similar functions for an other city in the Federal Republic of Germany during the currency of the contract.

Frankfurt on the Main, on

Dr. Wallmann

(Dr. Walter Wallmann)
Lord Mayor

Robert K. Kelley

(Robert K. Kelley)