

EXHIBIT A

TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

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 Wolfe J. Frankl One World Trade Center, Suite 7800 New York, New York 10048	2. Registration No. 3173
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3. Name of foreign principal Berlin Economic Development Corporation (Wirtschaftsförderung Berlin GmbH)	4. Principal address of foreign principal Budapester Strasse 1 D-1000 Berlin 30 West Germany
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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:
 - Partnership Committee
 - Corporation Voluntary group
 - Association Other (specify) _____
- Individual - State his nationality _____

FEDERAL BUREAU OF INVESTIGATION
 DIVISION OF SECURITY
 REGISTRATION UNIT
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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
Promotion of economic development of and investment in
West Berlin

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

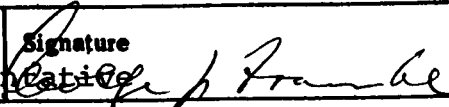
9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

The Berlin Economic Development Corporation is owned and controlled by:

- The Senate of the State and City of Berlin (West)
- The Berlin Chamber of Commerce
- The Berlin Trade Association
- The Berliner Industriebank
- The Indstriedkreditbank

The company is financed by the Berlin Government

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
November 26, 1980	Wolfe J. Frankl, Representative	

UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under 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. 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
Wolfe J. Frankl	Berlin Economic Development Corporation (Wirtschaftsförderung Berlin GmbH)

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.

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SECTION

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

Promotion of West Berlin in the U.S. for the purpose of attracting investment and/or industrial, commercial, service, design or other companies.

A series of financial and other incentives are offered to make Berlin an interesting and profitable place to invest in.

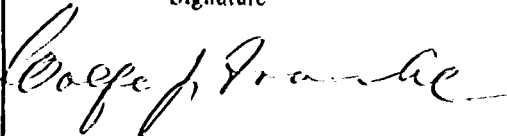
Media advertising, direct mail, seminars etc. are used to further these objectives.

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

See 4.

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
November 26, 1980	Wolfe J. Frankl Representative	

^{1/} 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.

TRANSLATION

Wirtschaftsforderung Berlin GmbH
(Berlin Economic Development
Corporation)
Budapester Strasse 1
1000 Berlin 30
Telefon (030)2636-1
Telex 184467

Mr. Wolfe J. Frankl
439 Oenoke Ridge
New Canaan, Connecticut 06840
USA

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CRIMINAL DIVISION
APR 22 4 08 PM '80
INTERNAL SECURITY
SECTION
REGISTRATION UNIT

April 22, 1980
Dr. M/le

Dear Mr. Frankl:

We confirm to you herewith the Agreement which we entered into with you today.

This Consulting Agreement between you and WIRTSCHAFTSFORDERUNG BERLIN GMBH (WFB) has no time limit. It takes effect on May 15, 1980. Notice can be given by either party six months before termination, but not before May 15, 1981; after this date, the six month period can apply for each month-end.

Your consulting assignment concerns the representation of the interests of the WFB as investment advisor for the United States of America. The scope of your activity was discussed during our discussion in Berlin. You will receive instructions from the management of WFB. You are not authorized to enter into legally binding commitments on behalf of WFB. Existing arrangements between WFB and Chase Manhattan Bank, Petersen, Diehl, Quirk & Co. or other enterprises or consultants which also serve the goal to interest American companies for Berlin, remain untouched by the Agreement. This also applies to possible future arrangements about which WFB will keep you informed.


WFB will pay you a monthly retainer in the amount of DM 10,000 which will be transferred to an account in the Federal Republic or Berlin (West) to be specified by you. Any tax liability in the USA is your responsibility.

Expenses incurred in the activities covered by the Agreement, especially travel expenses, transfer fees etc. will be refunded to you. For this purpose you will submit to us monthly expense reports with the relevant vouchers. In order to fund your expenses, WFB will give you an advance of \$3000 which will be transferred to your account No. 035-1-110051

AFFIDAVIT OF ELISABETH SALCHOW

I, Elisabeth Salchow, being competent in the English and German languages , hereby certify that the foregoing is an accurate and correct translation to the best of my ability.

December 1, 1980


Elisabeth Salchow

District of Columbia)
) ss
)

Subscribed and sworn to before me by Elisabeth Salchow
this 1st of December 1980.


Notary Public

My Commission Expires September 14, 1984.

Wirtschaftsförderung Berlin GmbH

Budapester Strasse 1
1000 Berlin 30
Telefon (030) 2636-1
Telex 184 467

Herrn
Wolfe J. Frankl
439 Oenoke Ridge

New Canaan, Conn. 06840

USA

Datum 22.4.80
Dr. M/ie

Sehr geehrter Herr Frankl,

nachstehend dürfen wir die Abreden bestätigen, die wir heute mit Ihnen in Berlin getroffen haben.

Sie schließen mit der WIRTSCHAFTSFÖRDERUNG BERLIN GMBH (WFB) einen zeitlich unbegrenzten Consulting-Vertrag ab. Dieser tritt mit Wirkung vom 15. Mai 1980 in Kraft. Er ist von beiden Seiten mit einer Frist von 6 Monaten erstmalig zum 15.5. 1981 und dann jeweils mit einer Frist von 6 Monaten zum jeweiligen Monatsende kündbar.

Im Rahmen Ihrer Consulting-Aufgaben übernehmen Sie die Vertretung der Interessen der WFB als Investitionsberater für die Vereinigten Staaten von Nordamerika. Ihre Tätigkeit ist in den Gesprächen in Berlin festgelegt worden. Weisungen erhalten Sie von der Geschäftsführung der WFB. Die WFB kann von Ihnen rechtsverbindlich nicht verpflichtet werden. Bestehende Vereinbarungen zwischen der WFB und der Chase Manhattan Bank, der Peterson, Diehl, Quirk & Company oder anderer Unternehmen bzw. Beratungsgesellschaften, die ebenfalls dem Ziel dienen, in den USA Interessenten für den Standort Berlin zu gewinnen, bleiben davon unberührt. Das gilt auch für zukünftig zutreffende Vereinbarungen, über die Sie die WFB informiert halten wird.

Die WFB zahlt Ihnen eine monatliche Beratungsgebühr in Höhe von DM 10.000,--, die Ihnen auf ein von Ihnen zu benennendes Konto einer Bank in der Bundesrepublik oder Berlin (West) überwiesen wird. Die Versteuerung dieses Betrages in den USA bleibt Ihnen überlassen.

Die Ihnen im Interesse der Erfüllung Ihrer Aufgaben entstehenden Auslagen, d.h. insbesondere Reisekosten, Übermittlungsgebühren usw., werden Ihnen erstattet. Dazu werden Sie jeweils monatlich unter Vorlage entsprechender Belege entsprechende Abrechnungen der Gesellschaft zugehen lassen. Zur Finanzierung dieser Aus-

- 2 -

lagen gewährt die WFB einen Vorschuß in Höhe von \$ 3.000,--, der Ihnen auf Ihr Konto Nr. 035-1-110051 bei der Chase Manhattan Bank, 410 Park Avenue, New York, N.Y., überwiesen wird. Auf dieses Guthaben werden dann jeweils Ihre monatlichen Auslagen verrechnet.

Außerdem zahlt Ihnen die WFB einmal jährlich einen Betrag von \$ 2.100,-- zur Erstattung der von Ihnen zu leistenden self employment tax als Reemboursement.


Ihr Urlaubsanspruch beträgt 5 Wochen. Der Urlaubszeitraum muß jeweils abgestimmt sein.


Wir gehen davon aus, daß Sie über Ihre Aktivitäten laufend berichten und mit der Geschäftsführung bzw. den jeweils für Einzelfragen zuständigen Herren engsten Kontakt halten. Bei Beendigung des Vertrages geben Sie die vorhandenen Aufzeichnungen und Unterlagen an die WFB zurück. Über Tatsachen und Umstände bei der WFB und bei Klienten, die Ihnen während Ihrer Tätigkeit bekannt werden, wahren Sie auch nach Beendigung der Tätigkeit die Vertraulichkeit.

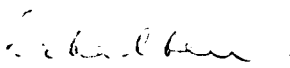
Die Vertragspartner sind sich einig, daß dieser Vertrag kein Vertretungsvertrag nach dem deutschen Handelsrecht ist, so daß im Falle der Beendigung des Vertrages keine Ausgleichsansprüche gleich welcher Art geltend gemacht werden können. Die Vertragspartner vereinbaren Deutsches Recht und Gerichtsstand Berlin.

Die Vertragspartner sind bereit, bei wesentlicher Kursveränderung über eine Korrektur der finanziellen Regelung zu gegebener Zeit zu sprechen.

Mit freundlichen Grüßen
WIRTSCHAFTSFÖRDERUNG BERLIN GMBH.


Layton


Dr. Matthias

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