

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 Mayer, Brown & Platt 888 Seventeenth Street, N.W. Washington, D.C. 20006		231 South LaSalle Street Chicago, Illinois 60604	2. Registration No. 3076
3. Name of foreign principal Embassy of Canada		4. Principal address of foreign principal 1746 Massachusetts Ave., N.W. Washington, D.C. 20036	

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
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual—State his nationality _____

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

- a) Branch or agency represented by the registrant.
Embassy of Canada
- b) Name and title of official with whom registrant deals.
J. A. Judd
First Secretary

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

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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

- 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.)*
Not applicable.

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.
Not applicable.

Date of Exhibit A	Name and Title	Signature
2/10/84	James L. Mitchell Managing 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
Mayer, Brown & Platt	Embassy of Canada

Check Appropriate Boxes:

1. 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.
2. 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.
3. 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.
Registrant will provide the Embassy of Canada with advice on aspects of current or potential legislative or regulatory developments in the United States on energy issues which may affect Canadian interests.

*TERMINATED
January 11, 1987*

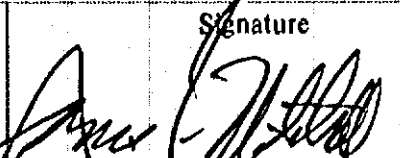
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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal. Registrant will at the Embassy's request, provide analyses of draft legislation, proposed regulations, or other governmental initiatives and advice on appropriate and effective Canadian responses.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?
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.

At this time, it is not anticipated that registrant will engage in political activities as defined in Section 1(o) of the Act. If registrant does engage in such activities in the future, the activities will be fully reported in subsequent Supplemental Statements.

Date of Exhibit B 2/10/84	Name and Title James L. Mitchell Managing Partner	Signature 
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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 government of a foreign country or a foreign political party.

Canadian Embassy



Ambassade du Canada

1746 Massachusetts Ave., N.W.
WASHINGTON, D.C. 20036

January 27, 1984

Dear Mr. Smith,

The Embassy of Canada is of the view that there be available to it expert advice on aspects of current or potential legislative or regulatory developments in the United States on energy issues which may affect Canadian interests. To achieve this end, the Embassy hereby offers to the firm of Mayer, Brown and Platt, a contract for services subject to the following terms and conditions.

The services to be performed under this contract shall be undertaken in accordance with instructions to be given from time to time by the Embassy. They may comprise regular monitoring and reporting on a periodic basis or specific, individual projects and shall include:

- (1) At the Embassy's request, analyses of draft legislation, proposed regulations or other congressional, executive branch or regulatory initiatives of interest to the Embassy.
- (2) On request, information on specific legislative or regulatory developments, inter alia by attending hearings or proceedings and reporting thereon with reference to issues of interest to Canada.
- (3) Guidance on the implications of legislative or regulatory developments and advice on appropriate and effective Canadian responses.

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Mr. Richard M. Smith
Mayer, Brown and Platt
888 17th Street, N.W.
Suite 400
WASHINGTON, D.C. 20006

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Mayer, Brown and Platt shall undertake that neither its partners nor employees will, at any time during and after the rendering of the services contracted for, cite, quote, refer to or otherwise communicate any information identified on its face or otherwise to be confidential that is provided by any representative of the Government of Canada or obtained from Canadian Government files without the prior written agreement of the Government of Canada. As well, all materials, papers and studies forming part of, or produced in the performance of, this contract and all copyrights therein will be the property of the Government of Canada, and shall not be communicated or published without the prior written permission of the Government of Canada. Notwithstanding the foregoing sentences, it is recognized that Mayer, Brown and Platt may be required to comply with certain disclosure requirements or orders under the U.S. Foreign Agent Registration Act, 22 U.S.C. SS 611-621. It is understood that the Government of Canada will not be liable for claims in respect of death, disease, illness, injury or disability or loss or damage to property which may be suffered by Mayer, Brown and Platt or its employees or anyone else as a result of the performance by Mayer, Brown and Platt or its employees in carrying out this contract.

For the performance of these services to the satisfaction of the Canadian Ambassador to the United States of America, the Canadian Government will pay you at your standard fixed hourly rates for specific services as described in your letter of December 1, 1983 during the life of this contract (being from the January 1, 1984 to March 31, 1984).

Payment under this contract shall be made by the Embassy subject to the submission of payment of requests submitted by Mayer, Brown and Platt on a monthly basis.

The total services and amount that may be paid under the terms of this contract in respect of fees and other expenses is limited to U.S. \$30,000.00.

The terms of this contract may be revised by mutual agreement.

This contract shall not be assigned. No member of the House of Commons of Canada shall be admitted to any share of part of this contract or to any benefits arising therefrom.

This letter, upon signature by and on behalf of Mayer, Brown and Platt will constitute a contract for services between Mayer, Brown and Platt and the Embassy of

Canada in accordance with the Government of Canada Contract Regulations, during the period January 1, 1984 to March 31, 1984. It shall be understood that it does not constitute an appointment or an employment of any person in the capacity of an officer, clerk or employee of the Canadian Government or the Embassy. Each party may terminate this contract by giving a thirty day written notice.

If these terms are acceptable to Mayer, Brown and Platt we should be grateful if you would arrange to have this letter signed on behalf of the firm and return this letter, in duplicate, to the Embassy of Canada. A copy is enclosed for your records.

Yours sincerely,

Allan Gotlieb

Allan Gotlieb
Ambassador

I agree to the terms of this contract.

Richard M. Smith
Mayer, Brown and Platt

Feb. 2, 1984
Date