

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. 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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 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 Kelley Dyre & Warren (Charles L. Marinaccio, Partner) 2300 M Street, N.W., Washington, D.C. 20037	2. Registration No. 3681
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3. Name of foreign principal Institute of International Bankers with Shaw, Pittman, Potts & Trowbridge (F.A.R.A. No. 2580)	4. Principal address of foreign principal 299 Park Avenue New York, New York 10171
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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
 - Corporation (non-profit, NY State Chartered)
 - Association
 - Committee
 - Voluntary group
 - 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. N/A

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom registrant deals. N/A
- 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

The Institute of International Bankers is a trade association of representatives of foreign banks operating in the United States through branches, agencies, representative offices and subsidiary banks approved pursuant to Federal and state regulation. The Institute of International Bankers represents its members by providing a forum to discuss financial issues, to represent its members interests before U.S. legislative and regulatory agencies and provide information to the media and interested parties on international banking issues.

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

*See response to Question 9.

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

The membership of the Institute of International Bankers is comprised of approximately 240 foreign banking institutions that maintain U.S. branches, agencies, representative offices and subsidiary banks in the United States. The Institute of International Bankers is funded by, and the governing board and operating committees of the Institute of International Bankers are drawn entirely from the U.S. branches, agencies, representative offices and subsidiary banks of foreign banks chartered, licensed and regulated by state or Federal agencies. The Institute of International Bankers' voting power, management and control resides with the representatives of the aforementioned U.S. branches, agencies, representative offices and subsidiaries. As an information accommodation, the Institute of International Bankers permits the U.S. lawyers, law firms and foreign banking associations to maintain non-voting, non-management and non-controlling memberships.

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.

See answer to Question 9.

Date of Exhibit A	Name and Title	Signature
Feb. 28, 1992	CHARLES L. MARINACCIO PARTNER	Charles L. Marinaccio

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 triplicate 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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Kelley Drye & Warren (Charles L. Marinaccio, Partner)	Institute of International Bankers with Shaw, Pittman, Potts & Trowbridge

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 three 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 three 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 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 the expenses, if any, to be received.

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U.S. DEPARTMENT OF JUSTICE
CRIMINAL DIVISION
REGISTRATION UNIT

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

The attached Agreement (Attachment 1) between Shaw, Pittman, Potts & Trowbridge and Kelley Drye & Warren is a standard legal services retainer agreement. Kelley Drye & Warren will perform its required legal services in the usual and customary manner including by personal contact with personnel of Congressional offices and Committees and various regulatory agencies.

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

Kelley Drye & Warren expects to advise Shaw, Pittman, Potts & Trowbridge and the Institute of International Bankers regarding legal and governmental affairs, and will be contacting government officials on their behalf on matters described in the attached Agreement (Attachment 1).

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.

Kelley Drye & Warren through Charles L. Marinaccio will engage in "political activities" which are usual and customary for law firms engaged in government relations representation including meetings with members of Congress and their staff and with government regulatory agencies concerning the adoption of policies, legislation and regulations affecting the U.S. activities of foreign banks operating in the United States through branches, agencies, representative offices, and subsidiaries, represented through the Institute of International Bankers.

Date of Exhibit B	Name and Title	Signature
Feb. 28, 1992	CHARLES L. MARINACCIO PARTNER	Charles L. Marinaccio

*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.

ATTACHMENT 1

KELLEY DRYE & WARREN

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

NEW YORK, NY
STAMFORD, CT.
LOS ANGELES, CA.
MIAMI, FL.
CHICAGO, IL.
SAN FRANCISCO, CA.
PARSIPPANY, N.J.
TOKYO, JAPAN

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TELECOPIER (202) 955-9792

TELEX 5106007800

February 28, 1992

CHARLES L. MARINACCIO
DIRECT LINE (202) 955-9874

Winthrop N. Brown, Esq.
Shaw, Pittman, Potts & Trowbridge
2300 N Street, N.W.
Washington, D.C. 20037

Dear Winn:

This letter documents the retention of Kelley Drye & Warren ("KDW") by Shaw, Pittman, Potts & Trowbridge ("Shaw Pittman") on behalf of the Institute of International Bankers (the "Institute") to provide consultation and guidance with respect to the application of Section 214(a) of the FDIC Improvement Act of 1991 to branches, agencies and subsidiaries of foreign banks in the United States and such other legislative and regulatory issues as may from time to time affect the U.S. activities of foreign banks operating in the United States through branches, agencies, representative offices and subsidiaries of foreign banks. Our consultation and guidance will include lobbying efforts in the Congress and with regulatory agencies as appropriate in close consultation with Shaw Pittman and the Institute. This letter sets forth the terms of our engagement.

Effective January 1, 1991, all attorneys practicing in the District of Columbia are subject to a new provision in the rules governing conduct of its attorneys. We are obligated to advise clients in writing of Kelley Drye & Warren's policies with respect to billing practices and procedures so that there are no misunderstandings.

In addition, I wish to advise you that with respect to this undertaking, we are circulating among the professionals in the firm for the purpose of conducting a conflicts check your name and description of the services to be rendered. If any information comes out of that conflict information check and we are unable to represent you, we will keep any information you have provided us confidential and advise you of the existence of a conflict.

We will endeavor to serve you effectively and strive to represent your interests vigorously and efficiently. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal

KELLEY DRYE & WARREN

Winthrop N. Brown, Esq.
February 28, 1992
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matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

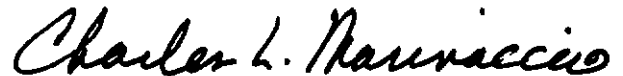
I will have primary responsibility for your representation, and will use other attorneys and legal assistants in our firm in the best exercise of my professional judgment. Our firm will provide legal services to you and bill for those services and accordance with the provisions set forth in our Standard Terms and Conditions, which are annexed to and made a part of this letter agreement. We have agreed that our fee will be \$5,000 per month plus expenses.

We render detailed bills monthly and expect to be paid in full every month upon the receipt of our statements. It is often necessary for us to incur expenses for items such as toll telephone calls, courier fees, recording fees, photocopying and computerized legal research. These items are separately itemized. You have the right to terminate our representation at any time.

If the foregoing meets with your approval, please sign the enclosed copy of this letter and return it to me in the enclosed envelope. We recommend that you keep a copy of this letter and our Standard Terms in your file. If you have any questions, please feel free to call me.

Winn, I sincerely look forward to working with you and, hopefully, expand the nature of our work with you as time proceeds.

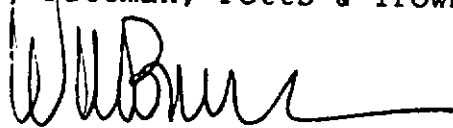
Sincerely yours,



Charles L. Marinaccio

Agreed and Accepted:

Shaw, Pittman, Potts & Trowbridge



Winthrop N. Brown, Esq.

KELLEY DRYE & WARREN

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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TOKYO, JAPAN

CHARLES L. MARINACCIO

DIRECT LINE (202) 955-9874

February 28, 1992

STANDARD TERMS AND CONDITIONS OF ENGAGEMENT

1. **Costs:** It is usually necessary for us to incur, as agent for our clients, expenses for items such as travel, lodging, meals, toll telephone calls, witness fees, experts, investigators, printing costs and deposition transcripts. Many engagements require substantial amounts of costly ancillary services such as photocopying and computerized legal research. In order to allocate these expenses fairly and keep billable rates as low as possible for those matters which do not involve such expenditures, these items are separately itemized on our statements as "costs advanced" or "disbursements". Some "costs advanced" represent out-of-pocket costs, some represent an allocation of overhead costs associated with the items, and others represent a combination of both.

Fees and expenses of others, such as experts, investigators, consultants, and court reporters will not be paid by us and will be the responsibility of, and usually billed directly to, our client.

2. **Advance for Disbursements:** Occasionally it is necessary for us to require payment of anticipated out-of-pocket expenses before we render services. This could happen when we are about to start a trial or similarly large undertaking. In addition, when we foresee that "costs advanced" on a matter may amount to a substantial sum, we may ask the client to pay them directly or to fund them in advance.

3. **Billings:** Fees and expenses will be billed monthly. Our client agrees to make payment promptly following the statement presentation date. We reserve the right to postpone or defer providing additional services or to discontinue our representation if billed amounts are not paid when due (subject to our ethical obligations). In litigation matters in which a money judgment is rendered in the client's favor, we shall have a lien on the proceeds thereof to the extent of any unpaid fees or costs.

4. **Late Payments:** We are confident that our clients make every effort to pay us promptly. Occasionally, however, a client has difficulty in making timely payment. To avoid burdening those clients who pay their statements promptly with higher fees

KELLEY DRYE & WARREN

reflecting the added costs we incur as a result of clients who are delinquent, we reserve the right to impose a service charge of one percent per month for late payments. In no event will the service charge be greater than permitted by applicable law. In the unlikely event that we are required to withdraw from the representation and institute legal proceedings to collect fees and costs owed by the client, the prevailing party will be entitled to reimbursement of its reasonable attorneys' fees and other costs of collection. Naturally, we do not expect that any of the provisions of this paragraph will have to be applied to any particular client, and look forward to a wholly amicable relationship.

5. Termination: The client has the right to terminate our representation by written notice at any time. In that case, the client is not relieved of the obligation to pay for all services rendered and costs incurred on its behalf prior to receipt of such notice. We have the same right subject to an obligation to give the client reasonable notice to arrange alternative representation.