

ORIGINAL

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 Sher & Blackwell 2000 L Street, N.W., Suite 612 Washington, D.C. 20036	2. Registration No. 4576
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3. Name of foreign principal Council of European & Japanese National Shipowners' Associations ("CENSA")	4. Principal address of foreign principal Carthusian Court 12 Carthusian Street London EC1M 6EB
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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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input checked="" type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

Individual—State his nationality _____

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

a) Branch or agency represented by the registrant. N/A

b) Name and title of official with whom registrant deals.

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

a) Principal address N/A

b) Name and title of official with whom the registrant deals.

c) Principal aim

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 WASHINGTON, D.C.

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

CENSA is a formal association of national shipowners' associations from eleven maritime nations in Europe and from Japan. Additionally it has a separate membership section of individual shipping companies trading to the USA. CENSA concerns itself essentially with shipping policy questions from the international standpoint.

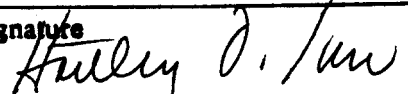
b) Is this foreign principal

- 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.)

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.

CENSA is a non-profit organization governed by a Council drawn from the National Shipowners' Associations' membership, which appoints a leading figure from the international industry as Chairman.

Date of Exhibit A	Name and Title	Signature
January 4, 1995	Stanley O. Sher, Partner	

ORIGINAL

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0007
Approval Expires Nov. 30, 1993

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.

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 .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
Sher & Blackwell	Council of European & Japanese National Shipowners' Association ("CENSA")

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

Monitoring of and reporting by memorandum, telephone and personal conversation on federal legislative and regulatory activities relating to international and domestic maritime issues affecting foreign flag carriers. Representation in connection with Federal Maritime Commission proceedings. Advice on legal issues in connection with the Shipping Act of 1984 and general international transportation issues. Drafting position papers, letters, testimony etc. to disseminate to Members of Congress and Administration officials. Note: As of the date of registration (01/04/95), Sher & Blackwell has not drafted on behalf of the foreign principal any material which would be classified as "political propaganda" under Section 1(j) of the Act.

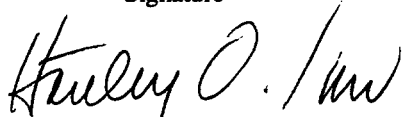
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Monitoring of and reporting on federal legislative and regulatory activities relating to international and domestic maritime issues affecting foreign flag carriers. Representation in connection with Federal Maritime Commission proceedings. Advice on legal issues in connection with the Shipping Act of 1984 and general international transportation issues. Drafting position papers, letters, testimony etc. to disseminate to Members of Congress and Administration officials. Note: As of the date of registration (01/04/95), Sher & Blackwell has not drafted on behalf of the foreign principal any material which would be classified as "political propaganda" under Section 1(j) of the Act.

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.

Monitoring of and reporting on federal legislative and regulatory activities relating to international and domestic maritime issues affecting foreign flag carriers. Representation in connection with Federal Maritime Commission proceedings. Advice on legal issues in connection with the Shipping Act of 1984 and general international transportation issues. Drafting position papers, letters, testimony etc. to disseminate to Members of Congress and Administration officials. Note: As of the date of registration (01/04/95), Sher & Blackwell has not drafted on behalf of the foreign principal any material which would be classified as "political propaganda" under Section 1(j) of the Act.

Date of Exhibit B	Name and Title	Signature
January 4, 1995	Stanley O. Sher, 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 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.

27 May 1994.

Mr. Stanley O. Sher,
Sher & Blackwell,
Attorneys at Law,
Suite 612,
2000 L Street, N.W.,
Washington,
D.C. 20036, U.S.A.

Dear Stanley,

This letter confirms the arrangements agreed between us under which you will provide certain services to CENSA.

1. You will personally act as and be known as CENSA's Washington Legal Counsel, with effect from 1 October 1994. We, of course, understand that other lawyers/legal assistants in your law firm (Sher & Blackwell) will also be providing services for CENSA under your supervision. Therefore, when we use the term, "You", in this letter, we mean not only you personally, but other lawyers in your firm.
2. You will provide CENSA with legal advice, analysis and comment on current and prospective U.S. maritime legislation as requested or in accordance with routine procedures as agreed from time to time. Such requests or procedures will only emanate from CENSA's Washington or London offices or from CENSA's Office Bearers, unless otherwise specified by CENSA.
3. You will, at CENSA's request, draft, prepare and advise on submissions, letters, or other communications on maritime legislative and regulatory matters to be made by CENSA to U.S. Governmental (including Congressional) entities, regulatory agencies, and similar bodies.
4. You are aware of the general purpose and remit of CENSA's activities with regard to U.S. maritime legislative, regulatory and related matters, and of its interests in maritime policy matters world-wide. Bearing these in mind, you will use your best endeavours to draw to CENSA's attention and to advise on related legislative and regulatory topics that may arise in the United States.
5. In recognition of these services, CENSA will pay you a retainer fee, to be agreed annually in advance, and payable quarterly in arrears.
6. For an initial period until 31 December 1995, the retainer fee will provide for a quarterly payment of \$17,550 calculated on the basis of a maximum of 90 hours per quarter at \$195 per hour. Actual hours will be billed forward from quarter to quarter. Any excess hours over a total of 450 hours for the period 1 October 1994 to 31 December 1995 will be charged at no more than \$240 per hour.

A similar procedure will be followed in subsequent years.

/Continued.

You will report actual hours quarterly (or more frequently if requested) so that CENSA is aware of the running total.

Additionally, CENSA will pay customarily chargeable disbursements.

7. The commitment in hours and chargeable rate for subsequent years will be reviewed prior to 31 December 1995 in the light of actual experience and prospective work-load.
8. Either you or CENSA may terminate this agreement on two quarters' notice. If termination occurs because of a failure to agree on financial terms, the hours/rates currently in force will apply until the termination of the notice period.
9. CENSA recognises that you serve a wide variety of clients in the maritime field, and nothing in this agreement shall be construed as limiting or influencing your professional relationships, with the exception that:
 - 9.1 you will not enter into a retainer arrangement with any other organisation having a comparable purpose or requiring comparable services without CENSA's prior agreement;
 - 9.2 if you become aware of a potential conflict of interest with your services to CENSA, you will immediately inform CENSA and both you and CENSA will make best endeavours to resolve the situation in a mutually acceptable form.

In conclusion may I apologise for having written at length. However, I am sure you will agree that long-term relationships - and we certainly look forward to one with you - are best founded on a clear understanding of what each party expects of the other.

We all look forward to working with you, and we would like to put on record our appreciation of the assistance on a range of matters that you have already given us.

With kind regards,



David S Tomlinson
Secretary General

c.c. Mr. E. Finsen;
Mr. P.G. Sandlund.