

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 GUNTER W MOLTZAN ,14 Earth Star Ct.,Gaithersburg,MD 20878-2777	2. Registration No. 5098
3. Name of foreign principal Baden-Wuerttemberg Agency for Internat. Economic Coop. GWZ	4. Principal address of foreign principal Willi-Bleicher-Str. 19 D-70174 Stuttgart /Germany

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. **indirectly the Department of Commerce**
- b) Name and title of official with whom registrant deals.
Dr. Michael Hagenmeyer - Managing Director

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

- a) Principal address
- b) Name and title of official with whom 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

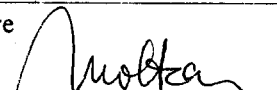
Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes No

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.)

The Baden-Wuerttemberg Agency is jointly owned by the State of Baden-Wuerttemberg and the State Association of Baden-Wuerttemberg Industries. Please find details of the Agency's set-up on pages 22 & 23 of the attached Annual Report

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
March 8, 1996	GUNTHER MOLTZAN - Consultant	

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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Name of Registrant GUNTER W MOLTZAN	Name of Foreign Principal Baden-Wuerttemberg Agency for Internat Economic Cooperation -GWZ- 5098
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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.

Primary Aspects and activities of the agreement are geared towards initiating strategic alliances between U.S. and Baden-Wuerttemberg companies being active within the high technology industries. In addition the registrant assists U.S. companies which are aiming at expanding their existing or planned overseas activities by providing facts about legal, economic, infrastructure and employment conditions. In addition the registrant selects U.S. trade shows in order to participate as an exhibitor or to propose to Baden-Wuerttemberg companies to consider a visit or a participation. Furthermore the registrant initiates and maintains contacts to major U.S. State Economic Development Agencies to foster cooperations and assist in outbound delegations be it a government or a business delegation. The performance of the registrant is monitored by the headoffice in Stuttgart. A quarterly report has to be submitted by the registrant highlighting the economic U.S. climate.

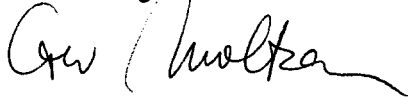
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

In addition to the explanations given under para '5.', the registrant maintains contact with the U.S. Department of Commerce, the Food & Drug Administration, various U.S. World trade Centers, the German Embassy, all of the German-American Chambers of Commerce and numerous U.S. companies looking for distributors/representatives/joint venture partners and technology transfer candidates. Furthermore the registrant is obligated to maintain contacts to major U.S. universities in order to render assistance for R&D projects within the areas of technology and medical/pharmaceutical research programs. - Recently the aspect of assisting companies from the State of Baden-Wuerttemberg looking for a suitable U.S. production location has become an integral part of the registrant's activities and is expected to increase.

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
March 8, 1996	Gunter W. Moltzan /Consultant	

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.

AGREEMENT

between

**GESELLSCHAFT FUER INTERNATIONALE WIRTSCHAFTLICHE
ZUSAMMENARBEIT BADEN-WUERTEMBERG - GWZ**

**Willi-Bleicher-Str. 19
D-70174 Stuttgart**

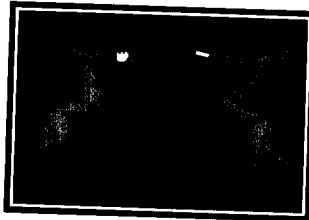
**represented by the chairman of the board
Dr. Michael Hagenmeyer,**

" GWZ "

and

**Gunter W. Moltzan
14 Earth Star Court
Gaithersburg, MD 20878**

" Mr. Moltzan "



**BADEN-
WÜRTTEMBERG**



**BADEN-WÜRTTEMBERG
AGENCY FOR INTERNATIONAL
ECONOMIC COOPERATION (GWZ)**



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I. Object of the Agreement

Mr. Moltzan shall look after the interests of the GWZ in the industrial relocation sector, initiate strategic alliances between U.S. and Baden-Wuerttemberg companies and attend U.S. Trade Shows in his capacity as U.S. Representative.

His duties specifically include:

- establishing contact and call on U.S. companies providing information on economic and legal issues regarding entrepreneurial activities in our State, and to present the specific advantages as a location for business, joint ventures or strategic alliances, by agreement with the GWZ.**
- establishing and maintaining contacts with U.S. and German Authorities, institutions and media companies which are consulting U.S. companies interested in locating their overseas business in Baden-Wuerttemberg.**
- coordinating marketing measures in the U.S. , in agreement with the GWZ**
- identifying U.S. companies which have plans to expand their European market presence by adding locations.**
- organizing presentations, meetings, workshops and match making conferences as well as participating and/or visiting trade shows**

Mr. Moltzan will also perform other duties by arrangement with GWZ

Mr. Moltzan is not authorized to issue legally binding statements on behalf of the GWZ.

II. Duration of the Arrangement

This agreement becomes effective on January 2nd,1996, and shall remain in effect until December 31,1996.

Unless terminated, the agreement shall be extended as of January 1, 1997, for one year. The agreement may be terminated by either party at any time provided that two months' notice is given,i.e. up until October 31 of any year. Notice of termination must be submitted in writing.

III. Remuneration

Mr. Moltzan shall be paid \$ 120.000 p.a. in four equal quarterly amounts of \$ 30.000 for his services.

In addition he will receive \$ 8.000 per quarter in order to cover all U.S. travel expenses (flight/train/bus - hotel accomodations/food + miscell. expenses during trade shows (receptions etc.)

In order to compensate Mr. Moltzan for all charges involved in performing his duties, he will receive \$ 6.500 per quarter.

The above amount covers administrational fees at the Annandale Office, phone, fax & compuserve charges, postage, office supplies, stationary and all travel & accomodation costs for 2 annual visits to GWZ's Stuttgart/Germany office.

IV. Restraint Clause

Mr. Moltzan agrees not to engage in any activity for the duration of this agreement that would present a conflict to the best interests of GWZ. He agrees to maintain absolute secrecy regarding all commercial and operational details that have been or are to be revealed to him both during and after the period of this agreement. Upon request at the termination he will return all business and operational documents entrusted to him.

Stuttgart, February 16, 1996

**Dr. Michael Hagenmeyer
- GWZ -**

Gunter W. Moltzan