

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 |
|-------------------------|---|
| DGA International, Inc. | Societe Nationale d'Etude et de Construction de Moteurs d'Aviation (SNECMA) |

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. Attached is the amendment number 3 to the retailer agreement in May 31, 1983 between SNECMA and DGA which becomes effective July 1, 1987.
 - 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.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Same as in Exhibit B previously filed.

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REGISTRATION UNIT

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

Same as in Exhibit B previously filed.

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.

Same as in Exhibit B previously filed.

| Date of Exhibit B | Name and Title | Signature |
|-------------------|----------------------------|-----------|
| April 9, 1987 | Arthur K. Mason, Secretary | |

^{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.

AMENDMENT N° 3

to the Retainer Agreement of May 31st, 1983
between SNECMA and DGA INTERNATIONAL INC

It is hereby agreed to amend the above referenced Retainer Agreement as follows :

1. Paragraph 3.1.1. --add the word "each" immediately before the word "January".
2. Sub-article 3.3. shall be amended to read as follows :

"SNECMA will pay DGA a quarterly retainer in accordance with the schedule of payments set forth below, the first such payment to be made July 1, 1987 and thereafter quarterly until the final payment is made on April 1, 1991.

"The retainer provided for herewith shall terminate on June 30, 1991 and DGA shall be entitled to commissions pursuant to the agreement of December 31, 1973, as it may be amended, on all sales (orders) of CFM56 engines for US and foreign military applications concluded after March 31, 1990 ; provided however if in the opinion of counsel for DGA the payment of such commissions would not be legal under the Foreign Agents Registration Act or in the event SNECMA should elect to continue the retainer arrangement. no such commissions shall be paid, and the parties shall instead. negotiate in good faith an extension of the retainer for an additional period. Such extension agreement shall not be contingent upon future sales but on estimated future deliveries, and shall be calculated in accordance with and taking into account the same methods principles and factors utilized in determining the retainer provided in this agreement and without regard to actual deliveries made during the initial and amended retainer agreement term.

If both parties agree to enter into a further extension arrangement, such arrangement shall be concluded and signed no later than March 31st 1991."

TABLE

| | <u>JAN 1</u> | <u>APRIL 1</u> | <u>JULY 1</u> | <u>OCTOBER 1</u> |
|------|--------------|----------------|---------------|------------------|
| 1987 | ----- | ----- | \$ 134,375 | \$ 134,375 |
| 1988 | \$ 134,375 | \$ 134,375 | \$ 134,375 | \$ 134,375 |
| 1989 | \$ 134,375 | \$ 134,375 | \$ 134,375 | \$ 134,375 |
| 1990 | \$ 134,375 | \$ 134,375 | \$ 134,375 | \$ 134,375 |
| 1991 | \$ 134,375 | \$ 134,375 | ----- | ----- |

- 3. Article 4 shall be amended to change "July 31, 1987" to June 30, 1991".
- 4. All other terms and conditions of the Retainer Agreement of May 31, 1983 remain unaltered.

5. This Agreement shall take effect commencing July 1, 1987, and until such date the relationship between SNECMA and DGA with respect to the sales of CFM56 engines for military applications shall continue to be governed by the Retainer Agreement of May 31, 1983, as if this amendment had not been adopted.

In the event the Parties are unable to agree upon the terms of any retainer agreement, the issue shall be determined finally and absolutely by the decision of an arbitrator appointed pursuant to paragraph 6 of the May 31, 1983 agreement.

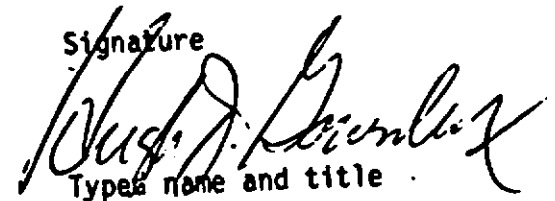
FOR SNECMA

Signature


Typed name and title
Jacques BENICHOU
Président Directeur Général

Date September 15, 1986

FOR DGA INTERNATIONAL INC.

Signature


Typed name and title
Hugh J. GOWNLEY
Vice-President

Date September 16, 1986