

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 Dickstein, Shapiro & Morin 2101 L Street, N.W. Washington, D.C. 20037	2. Registration No. 3028
3. Name of foreign principal Fiat S.p.A.	4. Principal address of foreign principal Corso Marconi 10-20 10125 Torino Italy

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 _____

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

N/A

- a) Branch or agency represented by the registrant.
- b) Name and title of official with whom registrant deals.

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

N/A

- 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
Fiat S.p.A. has been engaged in the manufacturing of automobiles, trucks, earth moving machines, aerospace equipment, production systems and tele-communications equipment for over 85 years.

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.

Date of Exhibit A
May 22, 1986

Name and Title
G. Joseph Minetti,
Partner

Signature
G. Joseph Minetti

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
Dickstein, Shapiro & Morin	3028

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.
- 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. The registrant has agreed to perform legal services at the request of and on behalf of the above-named foreign principal for an indefinite period of time. The parties have agreed that the registrant will be compensated for such services at its usual hourly rates plus reimbursement for out-of-pocket disbursements.
- Describe fully the nature and method of performance of the above indicated agreement or understanding.
The registrant has been retained to represent Fiat S.p.A. as legal counsel in various matters, including, without limitation, representation before the executive and legislative branches of the United States Government. The scope of such representation to be provided by the registrant on behalf of Fiat S.p.A. is not at present known and will be determined from time to time upon the request of the foreign principal and agreement by the registrant.

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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.

See response to Item 4 above.

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.

See response to Item 4 above.

Date of Exhibit B	Name and Title	Signature
May <u>22</u> , 1986	G. Joseph Minetti, 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.

Attachment 3

14. (a) RECEIPTS-MONIES

During this 6 month reporting period, have you received from any foreign principal named in Items 8, 9 and 10 of this statement, or from any other source, for or in the interests of any such foreign principal, any contributions, income or money either as compensation or otherwise? Yes X No

If yes, set forth below in the required detail and separately for each foreign principal an account of such monies.

<u>Date</u>	<u>From Whom</u>	<u>Purpose</u>	<u>Amount</u>
8/30/85- 12/23/85	Alitalia	Compensation of legal services rendered and out- of-pocket expenses	\$22,285.93
11/7/85- 11/13/85	Middle East Airlines	Compensation of legal services rendered and out- of-pocket expenses	\$26,035.43
8/26/85- 12/23/85	Kuwait Airways	Compensation of legal services rendered and out- of-pocket expenses	\$19,475.56

Attachment 4

15. (a) DISBURSEMENTS-MONIES

During this 6 month reporting period, have you
 (1) disbursed or expended monies in connection with
 activity on behalf of any foreign principal named in
 items 8, 9 and 10 of this statement?

Yes X No

(2) transmitted monies to any such foreign principal?

Yes No X

If yes, set forth below in the required detail and
 separately for each foreign principal an account of such
 monies, including monies transmitted, if any, to each
 foreign principal.

Alitalia

<u>Date</u>	<u>From Whom</u>	<u>Purpose</u>	<u>Amount</u>
Various	Xerox	Duplicating	\$ 84.75
Various	U.S. Postal Service	Postage	2.17
Various	C&P Telephone	Telephone	190.84
Various	Local Transportation	Delivery Service	5.80
Various	Local Transportation and Messenger Service (Choice, Stefs, Federal Express, All State, Action)	Delivery Service	146.63
Various	Lexis, Westlaw	Research	237.82
9/1/85	ITI World Communica- tions	Telephone	4.87
10/10/85	John S. Meadows (Consultant)	Professional Services	225.00
			<u>\$ 899.88</u>

Attachment 4 continued

Kuwait Airways

<u>Date</u>	<u>From Whom</u>	<u>Purpose</u>	<u>Amount</u>
Various	Xerox	Duplicating	\$ 890.70
Various	U.S. Postal Service	Postage	44.48
Various	C&P Telephone	Telephone	59.25
Various	Local Transportation	Delivery Service	38.30
Various	Local Transportation and Messenger Service (Federal Express, Choice, Action)	Delivery Service	110.00
Various	Westlaw	Research	42.38
			<u>\$1,185.11</u>

Middle East Airlines

<u>Date</u>	<u>From Whom</u>	<u>Purpose</u>	<u>Amount</u>
Various	Xerox	Duplicating	\$ 464.40
Various	U.S. Postal Service	Postage	71.05
Various	C&P Telephone	Telephone	290.65
Various	Local Transportation	Delivery Service	94.45
Various	Local Transportation and Messenger Service (Federal Express, Action, Archer, Washington Express, Choice, Downtown)	Delivery Service	328.65
			<u>\$1,249.20</u>