

EXHIBIT A

TO REGISTRATION STATEMENT

APR 2 3 03 PM '81

REGISTRATION UNIT  
CRIMINAL DIVISION

Under the Foreign Agents Registration Act of 1938, as amended

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 Parrish & Chambers, Inc. 1011 Arlington Blvd. Suite W-231 Arlington, VA 22209	2. Registration No. 3179
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3. Name of foreign principal Aerospatiale Helicopter Corporation	4. Principal address of foreign principal 2701 Forum Drive Grand Prarie, TEX 75051
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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  Committee
  - Corporation  Voluntary group
  - Association  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.

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

- a) Principal address
- b) Name and title of official with whom the registrant deals.
- c) Principal aim

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

Helicopter manufacturing, marketing and support

b) Is this foreign principal

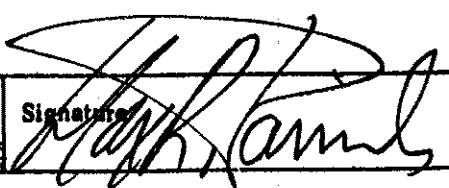
- Owned by a foreign government, foreign political party, or other foreign principal . . . . Yes \* No
- Directed by a foreign government, foreign political party, or other foreign principal. . . . Yes  No \*\*
- Controlled by a foreign government, foreign political party, or other foreign principal. . . . 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.)

\*To registrant's knowledge AHC is owned by Societe National Industrial Aerospatiale (SNIAS), a French corporation, which, according to the Department of Justice requires registration.

\*\*Registrant does not know details of AHC's relationship with its parent corporation, SNIA.

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 March 27, 1981	Name and Title Max R. Parrish Chmn. Board	Signature 
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UNITED STATES DEPARTMENT OF JUSTICE  
Washington, D.C. 20530

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APR 2 3 03 PM '81  
REGISTRATION UNIT  
CRIMINAL DIVISION

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
Parrish & Chambers, Inc.	Aerospatiale Helicopter Corporation

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

The registrant fulfills his obligations to the foreign principal primarily through conversations and correspondence with the foreign principal and through conversations with appropriate U.S. parties and the preparation of memoranda, etc., concerning U.S. sales of Aerospatiale Helicopter Corporation products.

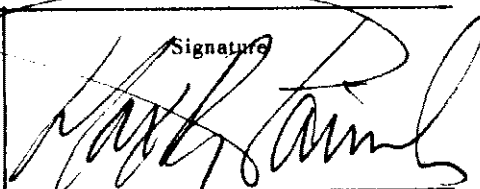
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant is engaged principally in advising and assisting the foreign principal in its marketing program in the United States. Contacts will include representatives of U.S. businesses as well as appropriate government officials.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1/</sup> 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.

A minor portion of the registrant's activities may include contacts with representatives of the United States Senate and the House of Representatives and their staffs with respect to legislation and prospective legislation affecting the principal's business efforts in the United States. Contact may be made with members of executive branch for the same purpose. The means employed are the writing of letters, submission of memoranda and personal conferences on the merits of such legislation or other government actions.

Date of Exhibit B	Name and Title	Signature
March 27, 1981	Max R. Parrish Chairman of the Board	

<sup>1/</sup> 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.

CONSULTING AGREEMENT

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APR. 23 3 03 PM '81  
REGISTRATION UNIT  
CRIMINAL DIVISION

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of ~~April~~ MAY, 1978, by and between AEROSPATIALE HELICOPTER CORPORATION, a Delaware corporation with offices at 1701 West Marshall Drive, Grand Prairie, Texas (hereafter called "AHC") and MAX R. PARRISH, an individual residing at 4531 Q Street N.W., Washington, D.C. (hereafter sometimes called "Parrish" or "Representative"):

W I T N E S S E T H:

WHEREAS, it is the desire of AHC to engage the services of Parrish to perform consulting services for AHC as its representative in the Washington, D.C. area; and

WHEREAS, it is the desire of Parrish to consult with AHC, its officers and administrative staff, and to undertake for AHC services as its Washington Representative as are more specifically set forth herein;

NOW, THEREFORE, for and in consideration of the premises and covenants hereinafter set forth, the parties hereto mutually agree as follows:

1. Appointment of Representative. AHC hereby agrees to retain Representative during the term hereinafter specified in a consulting capacity to AHC to provide and maintain

competent communications liaison for AHC in the Washington, D. C. area with respect to developments generating from the various government agencies, embassies, trade associations, and other sources in such area that may affect AHC's business operations. Representatives's responsibilities shall be of the nature set forth in Exhibit A hereto, which exhibit is incorporated herein by reference; however, Representative hereby understands and agrees that he shall perform, in addition to the duties and responsibilities set forth in Exhibit A, such other similar responsibilities, duties, or tasks as may be requested by the President of AHC from time to time.

2. Acceptance of Appointment. Representative agrees to perform the services, responsibilities, and duties as contemplated herein, and agrees to devote his full and best efforts to provide and maintain competent communications liaison to AHC in the Washington, D. C. area. In performing such services, Representative shall act as an independent contractor and shall neither be, nor represent himself to be, an employee or an agent of AHC. Representative is not authorized to solicit or enter into or to execute any contract, commitment, or other wise obligate AHC in any manner whatsoever without prior written approval from AHC.

3. Term and Termination. Subject to termination for "cause" as hereinafter set forth, the respective duties and obligations of the parties hereto shall be for a period of one (1) year, commencing on the date of this Agreement as set forth above, and may be renewed for periods thereafter upon the mutual agreement of the parties hereto. This Agreement shall terminate prior to the time set forth in the preceding sentence upon the happening of any one of the following:

(a) The giving of written notice by AHC to Representative of the termination of this Agreement for "cause". The term "cause" as used herein with reference to the termination of Representative by AHC shall mean any conduct of Representative as shall constitute a breach of the covenants, undertakings, and obligations of Representative hereunder;

(b) The death of Representative; or

(c) The giving of written notice by AHC to Representative upon the "complete disability" of Representative as hereinafter defined. The term "complete disability" as used herein shall mean the inability of Representative, due to illness,

accident, or any other physical or mental incapacity, to perform the services provided for hereunder for a period of thirty (30) days in the aggregate, from the date of this Agreement, and such complete disability shall be deemed to occur upon the expiration of said thirtieth (30th) day.

4. Compensation and Expenses. AHC agrees to pay Representative, and Representative agrees to accept from AHC, for the services to be rendered by him during the term hereof, compensation at the rate of One Hundred Thousand Dollars (\$100,000.00) per year. Said yearly rate of compensation shall be paid to Representative monthly in the amount of Eight Thousand Three Hundred Thirty-three and 33/100 Dollars (\$8,333.33) per month during the term hereof. The first such payment shall be made upon the date of execution hereof and thereafter each month upon the anniversary date of such execution.

Representative shall assume and discharge at his own expense all costs and expenses necessary or incidental to providing consulting services contemplated hereunder, except for expenses incurred in travel and lodging when Representative is authorized or directed by the President of AHC to travel outside of the Washington, D. C. area or such other expenses as may be approved in writing by AHC prior to their incurrence, which amounts will be reimbursed



to Representative by AHC. Costs and expenses necessary or incidental to Representative's performance of his obligations hereunder and for which Representative shall be solely responsible include, but are not limited to, expenses incurred in providing his own office, secretarial help, telephone, local travel, the retention or employment of assistants or the services of other persons, companies, or firms in order to properly perform his duties and obligations hereunder, and other similar expenses.

5. Miscellaneous.

(a) This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior writings, negotiations, and understandings. No modification or amendment to this Agreement shall have any effect unless set forth in writing and executed by the parties hereto.

(b) The laws of the State of Texas shall govern the interpretation, enforcement, and construction of this Agreement.

(c) Neither this Agreement, nor any part hereof, shall be assigned by Representative without AHC's prior written consent.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns

where permitted by this Agreement.

(e) Any notice required or permitted to be given under this Agreement by one of the parties to the other shall be given by delivery in person, by registered mail, postage prepaid, or by telegram addressed to:

(1) As to Representative:

Max R. Parrish  
4531 Q Street N.W.  
Washington, D.C. 20007

(2) As to AHC:

Aerospatiale Helicopter Corporation  
1701 W. Marshall Drive  
Grand Prairie, Texas 75050  
Attention: C. J. Benner, President.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

AEROSPATIALE HELICOPTER CORPORATION

By C. J. Benner  
C. J. Benner, President

REPRESENTATIVE

Max R. Parrish  
MAX R. PARRISH

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REGISTRATION UNIT  
CRIMINAL DIVISION

AEROSPATIALE HELICOPTER CORPORATION  
DUTIES OF WASHINGTON REPRESENTATIVE

This description of duties and responsibilities for AHC's Washington Representative is intended to outline a broad range of responsibilities and functions and potential responsibilities that may be associated with the office of the Representative. AHC provides SNIAS, of France, its parent company, a North American domestic corporation to serve helicopter customers in the following respects:

1. North American sales and support;
2. Full-range spares warehouses in the United States, Canada, and Mexico;
3. Maintenance and flight training;
4. Transmission and major components overhaul;
5. Publications, handbooks and service bulletins;
6. Component exchange program;
7. Regional network and technical representatives;  
and
8. Distribution and manufacturing operations.

AHC's Representative shall become thoroughly knowledgeable of all AHC products and services and shall devote his best efforts to provide and maintain competent liaison communications in the Washington, D. C. area.

Representative will be responsible for keeping AHC fully advised of developments generating from the various government agencies, embassies, trade associations, and other sources in the Washington, D.C. area that may affect AHC's business or potential business.

He will assist AHC management in recognizing and interpreting new developments that may affect the helicopter industry and the implementation of continuing education programs for AHC personnel in connection with new developments. In addition, provide public relations services in the Washington, D.C. area on behalf of AHC.

In performing the aforementioned services, functions and responsibilities, it is anticipated that Representative will work with several government agencies, trade associations, and other entities. Such services shall include, but shall not be limited to, the following:

A. Department of Agriculture

1. Keep abreast of developments for new uses of helicopters in the agriculture and forestry areas.
2. Communicate developments to AHC and assist in ideas for new product development.

B. Department of Transportation.

1. FAA - Keep abreast of all safety regulations, new requirements for certifications, and other regulations pertaining to licensing, recordation of title, liaison with FAA Brussels, SGAC France, and similar organizations to assist in handling specific regulation problems.
2. Coast Guard - Keep abreast of this agency's requirements for helicopters and communicate pertinent information to AHC.

C. Civil Aeronautics Board.

Keep abreast of current developments affecting use of helicopters for scheduled operations and relay information to AHC.

D. Departments of Commerce and State.

1. Provide communications liaison in connection with import and export regulations and other cognizant matters of these agencies.
2. Assist obtaining authorization for temporary out-of-country use of helicopters.

E. Department of Labor.

1. Provide communication liaison in connection

with labor developments that may affect AHC's business, employees, and other employee-related activities.

2. Monitor and communicate new developments and regulations in the areas of EEOC and other similar matters.
3. Communicate and educate AHC personnel on all of these matters.

F. Environmental Regulatory Agencies.

1. Keep abreast of and communicate to AHC developments in this area that may serve as potentials for the use of helicopters, such as offshore oil and gas activities, etc.
2. Keep abreast of noise and other pollution regulations affecting design and operation of helicopters.
3. Provide communications liaison on regulations that affect operation of AHC plant.

G. Legislative and Executive Developments.

1. Keep abreast of pending legislation on executive orders that may affect the helicopter industry and specifically AHC's business and methods of operation.

2. Provide communications liaison with AHC on these matters.

H. Trade Association and Agencies.

1. Provide communications liaison with the national offices of the Helicopter Association of America, the American Helicopter Society, and other agencies that may affect the helicopter industry in North America.
2. Provide communications liaison with AHC in connection with programs, seminars, and any publications or other educational and service benefits provided by trade associations.

I. Treasury Department.

Provide liaison with customs and duty regulations and related problems for import and export of helicopter products and assist AHC in handling such matters.

J. French Embassy.

Provide liaison with French Embassy and related offices on matters affecting AHC products.

Functions described above intend to serve merely as examples of the type of communications liaison and functions the Representative is expected to perform. Representative

shall be responsible to the President of AHC and will perform these and other duties as specifically directed by the President.



ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT, made and entered into this 30<sup>th</sup> day of October, 1978, by and between MAX R. PARRISH ("Parrish") and PARRISH and CHAMBERS, INC. ("Company"):

WHEREAS, Parrish has entered into a Consulting Agreement ("Consulting Agreement") with AEROSPATIALE HELICOPTER CORPORATION ("AHC") dated May 1, 1978, a copy of which is attached hereto as Exhibit A; and

WHEREAS, Parrish desires to assign the Consulting Agreement and all rights and obligations thereunder; and

WHEREAS, the Company desires to acquire said Consulting Agreement and to expressly assume all obligations of Parrish thereunder; and

WHEREAS, the Consulting Agreement provides that it may only be assigned with the prior written consent of AHC;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Parrish does hereby transfer, assign, and set over unto the Company all of his rights, title, and interest in and under the Consulting Agreement and further transfers, assigns, and sets over to the Company any and all sums of money due or owing Parrish under the Consulting Agreement and any and all

other rights or interests arising out of said Consulting Agreement.


2. The Company does hereby agree to undertake and perform the Consulting Agreement and agrees to be bound by the terms thereof in every way and to the same extent as if the Company were a party to the Consulting Agreement in lieu of Parrish.

3. The Company hereby agrees and covenants with Parrish and agrees and covenants with AHC as an inducement to secure its written consent to the assignment by Parrish of the Consulting Agreement as set forth herein, that AHC may designate those persons who are employees, officers, stockholders, representatives, or agents of the Company that it desires to perform the obligations of Parrish and the Company under and pursuant to the Consulting Agreement.

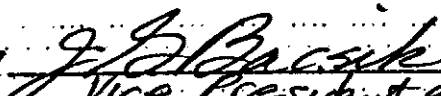
IN WITNESS WHEREOF, this Agreement has been executed on the day and year first written above.

  
.....  
MAX R. PARRISH

PARRISH and CHAMBERS, INC.

By   
.....  
PRESIDENT

WRITTEN CONSENT OF  
AEROSPATIALE HELICOPTER CORPORATION

By   
.....  
Vice President and Controller  
Date: 1 November, 1978



P & C Copy

1701 west marshall drive  
grand prairie, texas 75051  
corporate offices (214) 641-0000  
telex 730 489  
operations center telex 730 695

April 20, 1979

Parrish and Chambers, Inc.  
4531 Q Street, N.W.  
Washington, D. C. 20007

Re: Consulting Agreement dated May 1, 1978

Gentlemen:

Reference is made to that certain Consulting Agreement dated May 1, 1978 (the "Consulting Agreement") between Aerospatiale Helicopter Corporation ("AHC") and Max R. Parrish ("Parrish") as modified by that certain Assignment and Assumption Agreement dated October 30, 1978 pursuant to which Parrish assigned the Consulting Agreement and all rights and obligations thereunder to Parrish and Chambers, Inc., (the "Assignment and Assumption Agreement"). Both the Consulting Agreement and the Assignment and Assumption Agreement shall be sometimes referred to herein collectively as the "Prior Agreements." Any capitalized terms used in this letter which are not defined herein shall have the respective meanings ascribed to them in the Prior Agreements.

The parties to the Prior Agreements have agreed with respect thereto as follows:

1. Paragraph 3 of the Consulting Agreement is hereby amended to extend the term thereof for an additional one (1) year period commencing May 1, 1979, and adding a provision thereto giving AHC the right to terminate the Consulting Agreement at its sole discretion at any time during the additional term by giving Parrish and Chambers, Inc. ("P & C") sixty (60) days prior written notice. All of the other terms and provisions of the said paragraph 3 shall remain in full force and effect.
2. Paragraph 4 of the Consulting Agreement is hereby amended to provide that the compensation to be paid to Representative during the additional one (1) year term shall be at the rate of Sixty Thousand Dollars (\$60,000) per year payable in the amount of Five Thousand Dollars (\$5,000) per month in advance on the first day of each month during the additional one (1) year term. All of the other terms and provisions of the said paragraph 4 shall remain in full force and effect.
3. Except as expressly modified by this letter, the Prior Agreements shall remain in full force and effect and P & C agrees that it shall strictly comply with the provisions thereof.

If the foregoing matters accurately reflect our agreement in connection therewith, please so indicate by signing and returning the enclosed copy of this letter.

Very truly yours,

AEROSPATIALE HELICOPTER CORPORATION

By: C. J. Benner  
C. J. Benner, President

ACCEPTED AND AGREED TO

this 26<sup>th</sup> day of April, 1979:

PARRISH AND CHAMBERS, INC.

By: [Signature]  
Title: Vice President



Aerospatiale Helicopter Corporation

(MAX PARRISH COPY)

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DEPARTMENT OF JUSTICE  
APR 23 03 PM '81  
REGISTRATION UNIT  
CRIMINAL DIVISION  
2701 forum drive  
grand prairie, texas 75051  
corporate offices (214) 641-0000  
telex 730 489  
operations center telex 730 695

May 1, 1980

Parrish and Chambers, Inc.  
Washington Building, Suite 231  
1011 Arlington Boulevard  
Arlington, Virginia 22209

Re: Consulting Agreement dated May 1, 1978

Gentlemen:

Reference is made to that certain Consulting Agreement dated May 1, 1978 (the "Consulting Agreement") between Aerospatiale Helicopter Corporation ("AHC") and Max R. Parrish ("Parrish") as modified by that certain Assignment and Assumption Agreement dated October 30, 1978 pursuant to which Parrish assigned the Consulting Agreement and all rights and obligations thereunder to Parrish and Chambers, Inc., (the "Assignment and Assumption Agreement") and as further modified by AHC letter dated 20 April, 1979. Both the Consulting Agreement and the Assignment and Assumption Agreement, as amended, shall be sometimes referred to herein collectively as the "Prior Agreements." Any capitalized terms used in this letter which are not defined herein shall have the respective meanings ascribed to them in the Prior Agreements.

The parties to the Prior Agreements have agreed with respect thereto as follows:

1. Paragraph 3 of the Consulting Agreement is hereby amended to extend the term thereof for an additional one (1) year period commencing May 1, 1980, retaining a provision thereto giving AHC the right to terminate the Consulting Agreement at its sole discretion at any time during the additional term by giving Parrish and Chambers, Inc. ("P & C") sixty (60) days prior written notice. All of the other terms and provisions of the said paragraph 3 shall remain in full force and effect.

2. Paragraph 4 of the Consulting Agreement is hereby amended to provide that the compensation to be paid to Representative by AHC during the additional one (1) year term shall be at the rate of Forty Thousand Dollars (\$40,000) per year payable in the amount of Three Thousand Three Hundred Thirty Four Dollars (3,334) per month in advance on the first day of each month during the additional one (1) year term. All of the other terms and provisions of the said paragraph 4 shall remain in full force and effect.

3. Except as expressly modified by this letter, the Prior Agreements shall remain in full force and effect and P & C agrees that it shall strictly comply with the provisions thereof.

If the foregoing matters accurately reflect our agreement in connection therewith, please so indicate by signing and returning the enclosed copy of this letter.

Very truly yours,

AEROSPATIALE HELICOPTER CORPORATION

By: C. J. Benner  
C. J. Benner, President

ACCEPTED AND AGREED TO AS OF:

this first day of May, 1980:

PARRISH AND CHAMBERS, INC.

By: W. H. Parrish  
Title: Chairman