

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 and Company, 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.

Meetings with Congressmen, staff and relevant officers of the Executive Branch relevant to sales of helicopters and aviation matters generally.

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INTERNAL SECURITY
SECTION
REGISTRATION UNIT

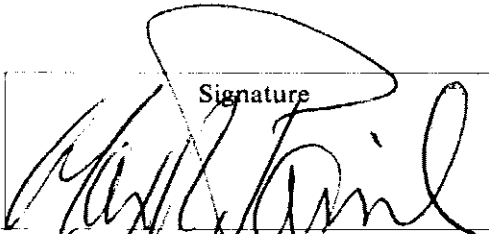
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See no. 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.

As to means see no. 4 above. The objectice ~~is~~ to be achieved is the the sale of helicopters to U.S. government and civilian markets and to follow government actions affecting the aviation industry generally.

Date of Exhibit B	Name and Title	Signature
February 19, 1988	Max R. Parrish President	

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.

CONSULTING AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of ~~April~~ ^{May}, 1987, by and between AEROSPATIALE HELICOPTER CORPORATION (AHC), 2701 Forum Drive, Grand Prairie, TX 75053-4005

and PARRISH AND COMPANY, INC., 1825 Eye St., N.W., Suite 400, Washington, D. C. 20006 (hereinafter called "PCI" or "Representative"):

WITNESSETH

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

WHEREAS, it is the desire of PCI to consult with AHC, its management and staff, and to undertake for AHC services as its representative which 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 marketing and marketing support services in the United States in all areas that may provide opportunities for the marketing of products and services. Representative's responsibilities shall be of the nature set forth in Exhibit A hereto, which is incorporated herein by reference; however, Representative hereby understands and agrees that it 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 AHC management from time to time.

2. Acceptance of Appointment. Representative agrees to perform the services, responsibilities, and duties as contemplated herein, and agrees to devote its best efforts to marketing and marketing support services in promoting products and services of AHC in the United States. Representative is not authorized to solicit or enter into or to execute any contract, commitment, or otherwise obligate AHC in any manner whatsoever without prior written approval from AHC.

3. Term and Termination. Subject to termination as hereinafter set forth, the respective duties and obligations of the parties hereto shall be for a period of ~~one (1)~~ ^{two (2)} 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:

two (2) years

M.P.
KBR

- (a) Liquidation of either company; or,
- (b) 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 hereinunder, or the death or physical incapacity of Representative.

4. Compensation and Expenses.

- 4.1 AHC will compensate PCI, on a retainer basis, at the monthly rate of \$5,000 for its best efforts on behalf of AHC. This rate will be adjusted annually for inflation.
- 4.2 Fees for professional services will be paid quarterly in advance.
- 4.3 AHC will reimburse PCI for reasonable out-of-pocket expenses incurred by PCI on behalf of AHC. Such expenses will include travel, long distance telecommunications, and moderate business entertainment expenses. Reimbursement will be made monthly upon submission of invoices by PCI. These reimbursable expenses shall be limited to \$10,000 during the first year of this agreement unless an increase is required and approved by AHC.
- 4.4 PCI will receive commissions on certain sales evaluated for commission-eligibility on a case-by-case basis. Sales generally fall in one of two categories: (1) those resulting from the normal budgeting process of the purchasing agency, and (2) those resulting from extraordinary action on the part of PCI. For category (1) PCI's monthly retainer provides PCI's compensation. Sales in category (2) will be eligible for commission. Eligible sales will be identified from time to time by letter agreement between the parties thereto. Such letter agreements will be incorporated into this Consulting Agreement by this reference.
- 4.5 Commissions will be two (2) percent of the contract price. Commissions will be paid 25 percent at time of contract signing, 25 percent within two years, and the balance at the time of receipt by AHC of full payment from the purchaser. Non-refundable fees (the retainer) for the twelve months previous to the date of contract, will be deducted from commissions in 25, 25, and 50 percent installments, deductions to be made at the time commissions are paid as provided above. Such accumulated fees shall be deducted only once in the case of multiple sales.

5. Effect of Termination on Commissions. Subsequent to termination, PCI shall receive commissions as described above on those sales or other agreements entered into prior to or within five (5) years of the termination date which sales or other agreements result or have resulted from follow-ons of contacts initially made by PCI, or from modifications or extensions of sales or other agreements existing at the time of termination for which PCI received a commission. This paragraph 5 will survive termination of this agreement.

6. Exclusivity, Use of other Consultants. In no manner shall this Agreement be deemed to grant to Representative an exclusive right to represent the interests of AHC in Washington, D.C., or in the United States. Representative may utilize the services of other consultants in performing its obligations under this agreement. Up to \$1,000 per month shall be available, as compensation for additional assistance of individuals with the written consent of AHC. Compensation for other consulting associates will be borne by Representative. However, Representative may obtain written agreement from AHC to pay reasonable travel and out-of-pocket expenses for any consulting associate.

7. Miscellaneous

7.1 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.

7.2 The laws of the State of Texas shall govern the interpretation, enforcement, and construction of this agreement.

7.3 Neither this agreement, nor any part hereof, shall be assigned by Representative without AHC's prior written consent.

7.4 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.

7.5 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:

(a) As to Representative:

Parrish and Company, Inc.
1825 Eye St., N.W. Suite 400
Washington, D. C. 20006

(b) As to Aerospatiale Helicopter Corporation

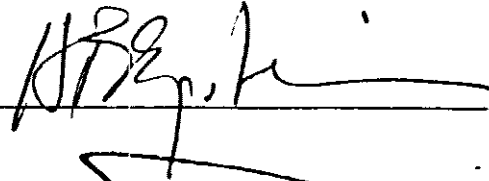
Aerospatiale Helicopter Corporation
2701 Forum Drive
Grand Prairie, TX 75053-4005

7.6 Should any portion of this agreement be judicially determined to be invalid, illegal or null and void, the remainder of the agreement shall continue in full force and effect.

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

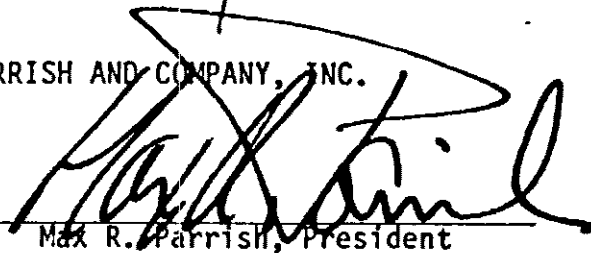
AEROSPATIALE HELICOPTER CORPORATION

By



PARRISH AND COMPANY, INC.

By



Max R. Parrish, President

EXHIBIT A

DUTIES AND RESPONSIBILITIES OF REPRESENTATIVE

This description of duties and responsibilities for PCI is intended to outline a broad range of responsibilities and functions and potential responsibilities that may be associated with its fulfillment of the attached consulting agreement.

PCI shall become thoroughly knowledgeable of all AHC products and services and shall devote its best efforts to marketing those products and services. PCI shall be responsible for all lobbying efforts in connection with its marketing activity, without substantial support from AHC.

PCI will be responsible for keeping AHC fully advised of all developments that may affect AHC's business or potential business.

PCI will assist AHC in recognizing and interpreting new developments that may affect its business and will implement continuing education programs for AHC personnel in connection with such new developments.

In performing the aforementioned services, functions and responsibilities, it is anticipated that PCI will work with government agencies, management of various companies, trade associations and other entities.

Near-term emphasis for PCI should be on additional sales of the HH-65A Dolphin to the Coast Guard for SRR and MRR applications. Additionally marketing the HH-65A to the U. S. Navy for local base rescue is a high priority.

PCI will also assist AHC in marketing a Naval derivative of the HH-65A for MARDEZ coastal defense and shipboard operation.

Functions described above intend to serve merely as examples of the type functions PCI is expected to perform. PCI shall be responsible to the management of AHC and will perform these and other duties subject to management approval and in a manner designed to enhance respectability and reputation of AHC and its products and services.