

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 Gold and Liebengood, Inc. 1455 Pennsylvania Avenue, N.W. Suite 950 Washington, D.C. 20004	2. Registration No. 3700
3. Name of foreign principal Thomson-CSF, Inc.	4. Principal address of foreign principal 2231 Crystal Drive, Suite 814 Arlington, Virginia 22202

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

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

Thomson-CSF, Inc. is a French company engaged in the development, production and sale of electronic equipment.

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INTERNAL SECURITY
SECTION
REGISTRATION

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.)

Thomson-CSF, Inc. is wholly owned by Thomson Corporation of America; which is wholly owned by Thomson-CSF, France, which is 50.5% owned by Thomson, S.A. and 49.5% of the stock is publicly traded. Thomson, S.A. is a nationalized French company.

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. N/A

Date of Exhibit A February 6, 1989	Name and Title Howard S. Liebengood Vice President	Signature <i>Howard S. Liebengood</i>
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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

Gold and Liebengood, Inc.

Name of Foreign Principal

Thomson-CSF, Inc.

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 two 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 two 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 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.

Gold and Liebengood, Inc. has been retained to expand and improve relationships between the company and government officials. In addition, Gold and Liebengood, Inc. will provide the company information about legislation affecting the company's interests. In performing this task, Gold and Liebengood, Inc., will present the views of Thomson-CSF to Members of Congress, staff and Administration officials.

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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.

The registrant will contact Members of Congress, staff and Administration officials on behalf of Thomson-CSF.

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

Registrant will produce letters, fact sheets, one pagers and legislative language for presentation to government officials. Registrant will also arrange and attend meetings and make telephone calls to government officials. The purchase of Thomson produced electronic components by the U.S. government will be a primary focus of these efforts.

Date of Exhibit B
February 6, 1989

Name and Title
Howard S. Liebengood
Vice President

Signature
Howard S. Liebengood

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 this 27th day of January, 1989 between Thomson-CSF, Inc. a New York Corporation having an office at 2231 Crystal Drive Arlington, Virginia 22202 ("TCI") and Gold and Liebengood, Inc. having an office at 1455 Pennsylvania Avenue NW Washington, D.C. ("Consultant").

WHEREAS, Consultant has extensive experience and knowledge relating to the field of government relations (hereinafter referred to as "Field of Expertise") and

WHEREAS, TCI is desirous of retaining Consultant to perform services as described below and Consultant desires to render such services to TCI.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Retainer

TCI hereby retains Consultant as an independent contractor for the purpose of rendering the services described in Consultant's correspondence of January 5, 20 and 24, 1989 attached hereto as Annex A. Consultant's direction in rendering such services shall originate from TCI's President or his express designate.

2. Compensation

Consultant's compensation for services hereunder shall be at the rate of five thousand dollars (\$5,000) per month, payable within thirty days of submission of invoice by Consultant to TCI.

Services required over and above the services set forth in Annex A shall be billed at the rates of \$200 per hour for professional services and \$50 per hour for support services.

3. Expenses

Travel expenses will be reimbursed on a monthly basis upon submission of proper receipts and documentation, provided such expenses shall have first been approved by TCI in each instance.

4. Term and Termination

- a. The initial term of this Agreement shall be from January 1, 1989, through June 30, 1989 unless sooner terminated by either party upon thirty (30) days' prior written notice.

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- b. This Agreement may be terminated immediately without notice by TCI in the event of the institution of proceedings by or against the Consultant in bankruptcy or under insolvency laws or in the event of any substantial breach of this Agreement by the Consultant, including without limitation the violation of any law or regulation in connection with Consultant's performance of this Agreement.
- c. Upon termination or expiration of this Agreement, all written material developed by or applied to Consultant in connection with the performance of this Agreement, including, but not limited to drawings, listings, designs, specifications, notebooks, tracings, reports, findings, recommendations, data and memoranda of every description shall be returned to TCI immediately.

5. Confidentiality

It is understood that information developed by or communicated to Consultant in the performance of this Agreement, as well as any and all information supplied to Consultant in connection therewith which is not generally available to the trade or to the public is proprietary to TCI and constitutes confidential trade secret information of TCI (the "Information"). Consultant agrees that, without prior written approval of TCI, Consultant will make no oral or written disclosure of such Information to third parties either during or after the term of this Agreement, except for the purpose of performing his obligations under this Agreement or to employees of TCI and its affiliates, who may be designated by TCI to work with Consultant. Furthermore, the provisions of this paragraph shall not apply, and Consultant shall have no liability with respect to disclosure of the following:

Information which:

(i) is or becomes generally available to the public other than as a result of the breach of this Agreement by the Consultant, or

(ii) was known to the Consultant or independently developed by the Consultant prior to the time of disclosure, or

(iii) is received by the Consultant from a source other than TCI without restriction and without breach of this Agreement or is released to the Consultant with written authorization by TCI.

This provision shall survive the termination of this Agreement and remain in effect until such time as said Information becomes public knowledge other than by fault or negligence of the Consultant.

Consultant recognizes and acknowledges that in the event of any breach of this provision by Consultant, TCI's remedies at law shall be inadequate. Accordingly, Consultant agrees that in the event of any actual or threatened breach of this provision, TCI shall have the right of specific performance and/or injunctive relief in addition to any and all other remedies and rights at law or in equity and such rights and remedies shall be cumulative.

6. Intellectual Property Rights

All ideas, reports, computer programs and other creative works whether or not patentable or copyrightable, conceived or made (solely or with others) by Consultant during the course of his engagement by TCI shall be promptly disclosed to TCI and shall be the sole and exclusive property of TCI or its assigns. Consultant shall execute and deliver to TCI any and all documents requested by TCI to evidence its ownership of the foregoing.

7. Assignment

This Agreement is personal to Consultant and Consultant shall not have the right to assign it or any of its rights or obligations hereunder.

8. No Improper Payments or Actions

a. No form of improper payment shall be offered or made by the Consultant to obtain information on behalf of or preferential status in favor of TCI. If TCI receives any evidence of such improper payments, this Agreement shall be subject to immediate termination and non-payment of any such expenses incurred. Any expenses or other costs in connection with a Government contract, already reimbursed by TCI to the Consultant which are determined by the Federal Government's Contracting Officer ("CO") to be "unallowable" under FAR 31.205-33, as revised (or successor regulatory provision) and not recoverable by TCI from the Federal Government shall be refunded promptly by Consultant to TCI upon TCI's written notice to Consultant.

b. No acts prohibited by federal or state law shall be committed by Consultant in the performance of this Agreement. Consultant shall comply with all applicable laws and regulations and shall perform any and all affirmative obligations or duties required therein that may pertain to this Agreement or to its performance, including, without limitation, registration under the Foreign Agents Registration Act, 22 U.S.C. Section 611 et seq., the Lobbying Act, 2 U.S.C. Section 621 et seq., and the like.

c. Consultant hereby agrees to indemnify and hold TCI harmless from any liability resulting from a breach of this provision by Consultant.

9. Disclosure to Government Agencies

Consultant shall notify TCI prior to making any disclosure, either in writing or in any other form, to any Federal, State or local governmental agency or body, or representative thereof, of the existence, purpose, scope or substance of this Agreement or any activity undertaken by Consultant with or on behalf of TCI pursuant to or in furtherance of this Agreement. Where such disclosure is to be made in writing, Consultant shall provide TCI with a complete and accurate advance copy of such writing(s). The requirements of this paragraph shall apply to, but shall not be limited to, any disclosure made pursuant to the requirements of the Foreign Agents Registration Act, 22 U.S.C. Section 611 et seq., the Lobbying Act, 2 U.S.C. Section 621 et seq., and the like. This paragraph is intended to provide TCI with the information and means necessary to coordinate the activities of its representatives, and to ensure the accuracy of any disclosure made by Consultant. This paragraph is not intended in any way to prevent or thwart the compliance by Consultant with the requirements of any law or rule or regulation of the United States government or of any state or local government.

10. Conflict of Interest

The Consultant may be employed by other persons, firms or corporations engaged in the same or similar business as that of TCI provided, however, that the Consultant is responsible for notifying TCI in advance of a potential conflict of interest or any other activities that may adversely affect TCI's interests.

11. Security Clearances

The Consultant undertakes to obtain and maintain the security clearances and other governmental authorizations necessary to perform all the services hereunder.

12. General

- a. This Agreement constitutes the entire understanding between the parties and may be amended only by written agreement of authorized representatives of both parties.
- b. Any notice required to be given under this Agreement may be sent by registered or certified mail to the following addresses:

For TCI: 2231 Crystal Drive
 Suite 814
 Arlington, Virginia 22202
 Attention: Legal Counsel

For Consultant: Gold and Liebengood
 Suite 950
 1455 Pennsylvania Avenue NW
 Washington, D.C. 20004

or such other addresses as notified in writing by one party to the other.

13. No Partnership or Agency

a. It is understood that in performing the services hereunder, the Consultant is acting as an independent contractor and not as any employee of TCI. Nothing herein contained shall be deemed to create a contract of employment, agency, partnership or joint venture between the parties hereto. Neither party shall be liable in any way to any third party for any engagement, obligation, contract or representation or for any negligent act on the part of the other party except as herein expressly provided or as expressly agreed to by the parties.

b. Consultant understands that TCI shall have no obligations under state or federal law regarding employee liability and TCI's total commitment and liability in regard to this arrangement is limited to the payments set forth in Article 2 of this Agreement.

14. Applicable Law

This Agreement and performance hereunder shall be governed in every respect by the laws of the State of New York.

15. Costs

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to all costs, disbursements and reasonable attorneys' fees incurred, and interest, in addition to any other relief to which he or it may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CONSULTANT

Thomson-CSF, Inc.

By: *Kenneth Johnson*

By: *J. D. Bell*
James D. Bell
Chairman & President

GOLD AND LIEBENGOD, INC.
SUITE 950
1455 PENNSYLVANIA AVENUE, N. W.
WASHINGTON, D. C. 20004
(202) 639-8899

January 5, 1989

Mr. James Bell
Thomson-CSF
2231 Crystal Drive
Suite 814
Arlington, Virginia 22202

Dear Jim:

Thank you for taking the time from your busy schedule to discuss the terms of an agreement between Thomson-CSF and Gold and Liebengood, Inc. I have attempted to set our herein my understanding of terms and conditions which will be acceptable, to wit:

- 1) Services to be provided by Gold and Liebengood, Inc., shall focus on political development, i.e. establishing a cadre of Thomson friends and supporters on Capitol Hill as well as expanding Thomson's positive profile.
- 2) The primary focus of the aforementioned political development effort will be on authorization and appropriation staff of committees having jurisdiction over the Federal Aviation Administration and related issues.
- 3) The secondary focus of the aforementioned political development effort will be on the staff of the House and Senate Armed Services Committees and the staff of the House and Senate Department of Defense Appropriations Subcommittees.
- 4) Gold and Liebengood, Inc., will also undertake a political development effort with the personal staffs of those Members serving on relevant committees and subcommittees.
- 5) Gold and Liebengood, Inc., will be available to provide legislative and administrative intelligence upon request from Thomson-CSF.
- 6) Advocacy and lobbying on behalf of Thomson subsidiaries and related companies will only be undertaken pursuant to separately negotiated letter agreements.
- 7) Within two weeks of this date, Gold and Liebengood, Inc., will provide an outline of the political development effort envisioned here and a plan

for implementing same.

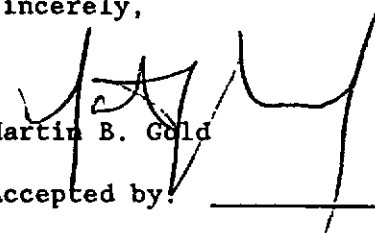
8) In consideration of these services, Thomson-CSF will pay Gold and Liebengood, Inc., a monthly flat fee of \$5,000, plus reasonable and necessary expenses. Gold and Liebengood, Inc., will submit monthly, an invoice and a statement of work undertaken.

9) The effective date of this agreement shall be January 1, 1989, and will continue through June 30, 1989.

I hope you find these terms to be as attractive and beneficial as we do. Thank you again for your time and for the challenge and opportunity of working with Thomson for the next six months.

With best regards,

Sincerely,


Martin B. Gold


Accepted by: _____

Date: _____

GOLD AND LIEBENGOD, INC.
SUITE 950
1455 PENNSYLVANIA AVENUE, N. W.
WASHINGTON, D. C. 20004
(202) 639-8899

MEMORANDUM

TO: James Bell

FROM: John F. Scruggs 

DATE: January 20, 1989

SUBJECT: Outline of Political Development Program for Thomson-CSF

Introduction

This memorandum outlines a political development program designed to establish a cadre of friends and supporters for Thomson-CSF on Capitol Hill. The primary focus of this political development effort will be on authorization and appropriation staff of committees having jurisdiction over the Federal Aviation Administration and related issues, and Thomson's natural constituency, however limited.

The secondary focus will be on the staff of the House and Senate Armed Services Committees and the staff of the House and Senate Department of Defense Appropriations Subcommittees. The effort will also recognize the importance of key personal staffs of those Members serving on relevant committees and subcommittees.

Approach

A variety of approaches and methods will be utilized to secure the relationships envisioned herein and in expanding Thomson's positive profile with appropriate staff. Each of these is discussed below:

(1) **Courtesy Calls:** Goodwill visits should be made to inform key staff and policymakers about the nature and importance of Thomson business being conducted in and with the United States. In particular, Thomson needs to identify and nurture natural supporters. A first step is to identify all Thomson subsidiaries and related companies doing business or located within a particular Member's district or state (See Appendix A). That Member then needs to be visited and informed of the number of jobs provided and the economic benefits accruing from the Thomson facility.

Conversely, it is of equal importance to inform an affected Member that a particular Thomson plant may be closing or being consolidated. To do otherwise will assure a committed opponent if the Member learns of the closing or consolidation through his local media and is unprepared to

respond accordingly.

Because Thomson is a French firm, this network of natural supporters is particularly important. Experience has clearly demonstrated that contracts awarded to Thomson or its subsidiaries will be attacked with the argument that American tax dollars are being channeled to a foreign corporation at the expense of American jobs and the American economy. This proposition can best be neutralized with the assistance of Members who will argue that Thomson employs workers and helps the economy in their districts and states.

(2) Staff Honoraria: As of this writing, the House and Senate and most committees thereof, allow staff members to receive honoraria for speaking engagements. Thus, a series of luncheons or breakfasts hosted by Thomson in your Crystal City offices with key committee staff people (See Appendix B) would be most effective.

This component of the program will provide exposure for the staff person to Thomson, while at the same time giving the members of your staff a timely briefing on emerging issues before the relevant committee or subcommittee. Gold and Liebengood is somewhat unique in Washington for having pioneered this approach and we have found it to be quite useful.

The House of Representatives currently has a \$300 per speech limit on staff honoraria. The Senate per speech limit is \$2,000. Should the Congress abolish honoraria as part of their consideration of the pay raise, this component may still represent an effective approach. Many staff people will continue to welcome the opportunity to hold forth on issues of importance falling within their jurisdiction.

(3) Facility Visits: This component envisions hosting Washington staff visits to Thomson facilities located within their Member's district or state. It also includes taking appropriate committee staff to visit facilities which are of interest to their committees (e.g. Transportation Appropriations staff to Wilcox).

Facility visits provide staff with a hands on perspective of the work being done by Thomson in the U.S. They will also allow Thomson the opportunity to demonstrate cutting edge technology to important decision-makers. This is essential when faced with the currently popular argument that foreign acquisitions of American firms are resulting in a technology transfer from the U.S. to off-shore producers. Showcasing a more competitive American firm as the result of French technology input is, therefore, most important.

(4) Paris Air Show: The Paris Air Show provides Thomson an opportunity to hit a homerun by hosting a group of five to ten staff people at the event. We suggest identifying a group of personal or committee staff people who would not normally be invited to the air show. Ethical considerations need to be explored and may require the staff people to conduct some type of a seminar while in Paris to justify the receipt of such a "gift." The most effective approach, and the most expensive, would be to include spouses.

Another option presented by the Paris Air Show is to identify those staff members who will be attending in the normal course of events and have Thomson host a dinner or facility visit in the Paris area. The downside of

this approach is that Thomson will then be competing with the many other companies and events underway at that time rather than having an essentially "captive audience."

(5) Wine Tastings: Gold and Liebengood has, in the past, hosted a series of wine tastings for Members and key staff with great success. These events are casual and allow for relaxed conversation among a group of ten to twelve people. The typical atmosphere of a Washington reception is avoided. We suggest Thomson host similar events, either in our offices or at your Crystal City office.

(6) CODELS: Congressional Delegations (CODELS) travel to Europe on a fairly regular basis. They present an excellent opportunity to bring Members and staff into contact with Thomson facilities and corporate executives in France. Facility visits, briefings and dinners hosted by Thomson can be suggested as additions to the CODEL itinerary. Gold and Liebengood will monitor the scheduling of CODELS and suggest appropriate events which Thomson may choose to undertake.

(7) Golf Outings: A member of our firm maintains a membership at Burning Tree Club. From time to time we can host certain staff people for golf outings with Thomson participants.

The attached appendices will have to be refined as necessary and merely represent an appropriate starting point. If the approach envisioned herein is acceptable, I suggest a meeting in the near future with your designee to begin discussions about scheduling appointments and events.

Appendix A

- (1) Auxilec Air Equipment, Inc.
 - Congressman Bernard Dwyer
 - Senator Bill Bradley
 - Senator Frank Lautenberg

- (2) Burtek, Inc.
 - Congressman James Inhofe
 - Senator David Boren
 - Senator Don Nickles

- (3) Comark Communications, Inc.
 - Congressman Richard Schulze
 - Senator John Heinz
 - Senator Arlen Specter

Comark (factory)

 - Congressman Silvio Conte
 - Senator Edward Kennedy
 - Senator John Kerry

- (4) Jaeger Aviation
 - Congressman Al Swift
 - Senator Brock Adams
 - Senator Slade Gorton

- (5) MUST Software International
 - Congressman Christopher Shays
 - Senator Christopher Dodd
 - Senator Joseph Lieberman

- (6) Phonon Corporation
 - Congresswoman Nancy Johnson

- (7) Thomson Electron Tubes and Devices Corporation
 - Congressman Dean Gallo

- (8) Wilcox Electric Company
 - Congressman Tom Coleman
 - Senator John Danforth
 - Senator Christopher Bond

Appropriate staff for each of these Members will be identified.

Appendix B

Senate Committee on Commerce, Science and Transportation

Alex Netchvolodoff (Senator Danforth)
Martha Maloney (Senator Ford)
Patty Hahn (Senator Danforth)
Steve Palmer (Senator Hollings)
Wally Burnett (Senator Stevens)
John Timmons (Senator McCain)

Senate DOT Appropriations Subcommittee

Pat McCann (Senator Lautenberg)
Anne Miano (Senator D'Amato)
Richard Baker (Senator Hatch)
Richard Bender (Senator Harkin)

House Committee on Public Works and Transportation

Paul Schlesinger (Rep. Anderson)
Mike Toohey (Rep. Hammerschmidt)

Dave Heymsfeld (Subcommittee staff)
Dave Traynham (Subcommittee staff)
Charles Ziegler (Subcommittee staff)
Dave Schaffer (Subcommittee staff)

Jack Blaylock, Jr. (Rep. Valentine)
Andy Grout (Rep. Skaggs)
Bob Powers (Rep. Kolter)
Vince Fabrizio (Rep. Oberstar)
Scott Imus (Rep. Oberstar)
Randy Deitz (Rep. Oberstar)

Tom Hanson (Rep. Stangeland)
Angel Cunningham (Rep. Petri)
Ben Capshaw (Rep. Inhofe)

House DOT Appropriations

Tom Kingfield (Rep. Lehman)
Greg Dahlberg (Rep. Lehman)
Lucy Hand (Rep. Lehman)
Alan Bowser (Rep. Gray)
Mark Miller (Rep. Carr)
Jim Jepsen (Rep. Durbin)
Paul Bjorkland (Rep. Mrazek)

Ken Kraft (Rep. Coughlin)
Jessica Lavery (Rep. Conte)
Ed Newberry (Rep. Wolf)
Mark Reynolds (Rep. DeLay)

House Armed Services

Bill Hogan (Committee staff)
Penny Gentilly (Committee staff)
Kim Wincup (Committee staff)
Colleen Preston (Committee staff)

Senate Armed Services

Arnold Punaro (Senator Nunn)
Patrick Tucker (Senator Warner)

House DOD Appropriations Subcommittee

Carmen Scialabba (Rep. Murtha)
Terrance Freese (Rep. Dicks)
Chinch Wollerton (Rep. McDade)
Deborah Weatherly (Rep. McDade)
Paul Cambon (Rep. Livingston)

Senate DOD Appropriations Subcommittee

Jim English (Senator Byrd)
Jay Kimmitt (Committee staff)
Keith Kennedy (Senator Hatfield)
Sean O'Keefe (Committee staff)

Appendix C

The following is a list of Leadership staff and others who may be of importance to Thomson:

Senate

Chris Bolton (Senator Dole)
Warren Erdman (Senator Bond)
Mike Harper (Senator Kassebaum)
Howard Greene (Senator Dole)
Elizabeth Greene (Senator Dole)
Martha Pope (Senator Mitchell)

House

John Mack (Speaker Wright)
Mike Grisso (Speaker Wright)
George Kundanis (Majority Leader Foley)
Bill Pitts (Minority Leader Michel)
Alan Kranowitz (Minority Whip Cheney)
Scott Fleming (Rep. Glickman)

GOLD AND LIEBENGOD, INC.
SUITE 950
1455 PENNSYLVANIA AVENUE, N. W.
WASHINGTON, D. C. 20004
(202) 639-8899

MEMORANDUM

TO: James Bell
FROM: John F. Scruggs *J.F.S.*
DATE: January 24, 1989
SUBJECT: Addendum to Letter of January 25, 1989

The purpose of this memo is to clarify the hourly rate to be charged by Gold and Liebengood, Inc., pursuant our proposal of January 5, 1989. Our proposal of December 9, 1988 envisioned an hourly rate of \$250 per hour for professional services and \$50 per hour for support services. Pursuant to subsequent discussions, Gold and Liebengood has agreed, and will bill, at an hourly rate of \$200 per hour for professional services and \$50 per hour for support services under our proposal of January 5, 1989.

cc: Ben Duhov