

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 triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530, and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Gold and Liebengood	Thomson-CSF, Inc.

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 three 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 three 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 the 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.

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

Gold and Liebengood has been retained to monitor and report on legislative and policy developments in the areas of defense, transportation and trade. Registrant also engages in goodwill development for the company. In performing these tasks, registrant will present the views of Thomson-CSF to Members of Congress, staff and Administration officials.

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 through mail, phone calls and office visits, Members of Congress, staff and Administration officials on behalf of Thomson-GSP.

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.

Registrant will produce letters, fact sheets, one-pagers and associated material for presentation to government officials. Registrant will arrange and attend meetings as well as conduct other discussions with government officials. The primary focus of these efforts will be on matters impacting U.S. government purchases of Thomson-CSF produced electronic components.

Date of Exhibit B	Name and Title	Signature
February 18, 1992	Howard S. Liebengood Vice President	<i>Howard S. Liebengood</i>

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 1st day of January 1992 between Thomson-CSF, Inc. a New York Corporation having an office at 2231 Crystal Drive Arlington, Virginia 22202 ("TCI") and Gold and Liebengood, 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 December 21, 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 a minimum monthly fee of Five Thousand Dollars (\$5,000). Time spent in excess of the minimum fee shall be billed at the rates of \$250 per hour for professional services and \$50 per hour for support services, up to a ceiling of \$10,000 per month. Payment shall be effected within thirty (30) days of submission of invoice by Consultant.

3. Expenses

Travel and other 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.

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4. Term and Termination

- a. The initial term of this Agreement shall be from January 1, 1992, through December 31 1992, unless sooner terminated by either party upon thirty (30) days' prior written notice.
- 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 provided 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 delivered to or returned to TCI immediately. Failure to do so shall be a breach of this Agreement.

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 in whatever form or medium supplied to Consultant in connection herewith which is not generally available to the trade or to the public and is identified as "Confidential" or "Proprietary" 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 in whatever medium 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 TCI's 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. Indemnification

Consultant agrees to indemnify and hold harmless TCI and its officers, directors, employees and agents from and against all losses, claims, damages, liabilities, costs and expenses (including attorneys' fees, if any) which may at any time be asserted against or suffered by TCI as a result of or arising out of a breach of any provision of this Agreement 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 copy of such writing(s) prior to submission. 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. Representations and Understandings

- a. Consultant represents that he has never been indicted for fraud or convicted of fraud or another felony arising out of a Federal Government contract, and is not currently suspended or debarred from being eligible to work on Government contracts or Government-approved subcontracts.
- b. Consultant further represents that he has never (1) solicited or obtained, directly or indirectly, proprietary or source selection information in violation of any law or regulation, or (2) made direct or indirect payments, gifts, contributions or offered, gave or promised to give anything of value that was determined to be a bribe, illegal gratuity, payoff or kickback to Members of Congress, Congressional staff or officials, Federal Government employees, or any other business organization in an effort to buy favors for himself, an employer, or on behalf of any other person or entity.
- c. Consultant further represents that while performing services for TCI, Consultant will not (1) solicit or obtain, directly or indirectly, proprietary or source selection information in violation of any law or regulation, or (2) make direct or indirect payments, gifts, contributions, or offer, give or promise to give anything of value that could be construed as a bribe, illegal gratuity, payoff or kickback to Members of Congress, Congressional staff or officials, Federal Government employees, or any other business organization in an effort to obtain favors for himself or TCI, or (3) offer, or even discuss, directly or indirectly, with any Federal Government employee, future employment or a business opportunity with TCI without first obtaining the express written consent of TCI's Legal Counsel. If TCI receives any evidence that Consultant has undertaken any of the improper actions listed above, or any other improper or illegal actions, this Agreement shall be subject to immediate termination, and TCI will not be obligated to reimburse Consultant for any illegal or unauthorized expenditures.

- d. Consultant further represents that he is familiar with the requirements of the Byrd Amendment, 31 U.S.C. 1352 and implementing resolutions which provide new restrictions on the use of appropriated Federal funds to influence certain Federal contracting and financial transactions. Consultant hereby undertakes and agrees to keep a record of any oral or written communication made on behalf of the Company with any U.S. Government agency or Congressional employee, indicating name of such federal employee, and date and subject matter of said communication. Upon request by TCI, Consultant agrees to provide such record to TCI and to certify its accuracy to TCI.
- e. No acts prohibited by federal or state law shall be committed by Consultant in the performance of this Agreement. By this Agreement, Consultant is deemed to be aware of and knowledgeable about applicable federal and state laws and Consultant shall comply with all such 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.

12. Certification Requirement

Consultant will comply with whatever laws and regulations are in effect from time to time with respect to procurement integrity or any other matter relating to the performance of this Agreement and will report or certify to TCI thereto as required or made necessary by those laws and regulations. In particular, Consultant shall execute the Certificate of Procurement Integrity attached hereto as Annex B and return same to TCI.

13. Security Clearances

The Consultant undertakes to obtain and maintain the security clearances and other governmental authorizations necessary to perform all the services hereunder. TCI may assist Consultant in obtaining and maintaining such security clearances and governmental authorizations.

14. 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: Suite 950
 1455 Pennsylvania Avenue NW
 Washington, D.C. 20004

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

- c. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, it is to that extent to be deemed omitted and the remaining provisions shall remain in full force and effect.

15. 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 of 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 Agreement is limited to the payments set forth in Articles 2 and 3 of this Agreement.

16. Applicable Law

This Agreement and performance hereunder shall be governed in every respect by the internal laws of the State of New York, without regard to choice-of-law principles.

17. Costs

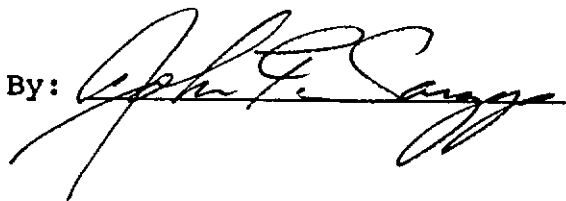
If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to all costs, disbursements and reasonable attorneys' fees incurred, and interest, in addition to any other relief to which he or it may be entitled.

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


CONSULTANT

THOMSON-CSF, INC.

By:



By:



James D. Bell
President

ANNEX A

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

December 21, 1989

Mr. James D. Bell
Chairman and President
Thomson-CSF, Inc.
2231 Crystal Drive
Suite 814
Arlington, Virginia 22202-3739

Dear Jim:

Pursuant to our conversation of this date, this letter will serve as a proposal to continue the consulting agreement between Thomson-CSF, Inc., and Gold and Liebengood, Inc. However, as of January 1, 1990, our firm should be referenced in any resulting contract as "Gold and Liebengood, a division of Young & Rubicam, L.P." having offices at our current address.

We propose continuing our relationship with the same terms and conditions as contained in our current agreement, to wit:

- (1) Services to be provided by Gold and Liebengood shall focus on political development, i.e. establishing a cadre of Thomson-CSF 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 the staff of the House and Senate Armed Services Committees and the staff of the House and Senate Department of Defense Appropriations Subcommittees
- (3) The secondary focus of the aforementioned political development effort will be on authorization and appropriations staff of committees having jurisdiction over the Federal Aviation Administration and related issues.
- (4) Gold and Liebengood will also undertake a political development effort with the personal staffs of those Members serving on relevant committees and subcommittees.
- (5) The methodology employed for the political development effort shall utilize courtesy calls, facility visits, wine tastings, the Paris Air Show,

and CODELS visiting France.

(6) Gold and Liebengood will provide legislative and administrative intelligence upon request from Thomson-CSF.

(7) Advocacy and lobbying on behalf of Thomson-CSF subsidiaries and related companies will only be undertaken pursuant to separately negotiated letter agreements.

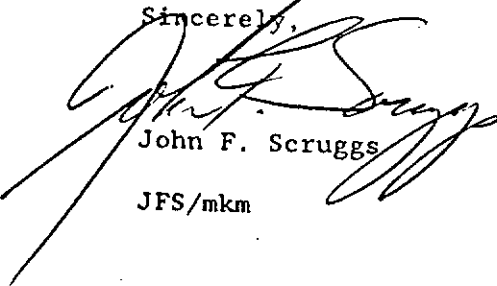
(8) In consideration of these services, Thomson-CSF will pay Gold and Liebengood a minimum monthly fee of \$5,000. Time expended in excess of the minimum fee shall be billed at the rates of \$200 per hour for professional services and \$50 per hour for support services, up to a ceiling of \$10,000 per month. Reasonable expenses will be passed through to the client without markup.

(9) The initial term of the agreement will be January 1, 1990 through December 31, 1990, unless sooner terminated by either party upon thirty days prior written notice.

I hope you find these terms to be as attractive and beneficial as we do. Thank you for the opportunity to work with Thomson-CSF during the next year.

With best regards,

Sincerely,



John F. Scruggs

JFS/mkm

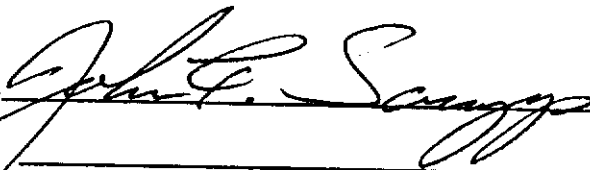
ANNEX B

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, John F. Scroggs*, am an [employee] [consultant] of Thomson-CSF, Inc.** and hereby certify that I am familiar with, and will comply with, the requirements of subsection 27 (a) of the Office of Federal Procurement Policy Act, as amended *** (41 U.S.C. 423) (hereinafter referred to as "the Act"), as implemented in the FAR.

(2) I further certify that concerning procurements for which I have participated or will participate personally and substantially in the preparation or submission of a bid or offer, or in the modification of the contract, as the case may be, I will report immediately to the Company's legal counsel and to the officer or employee responsible for the preparation of the offer any information concerning a violation or possible violation of the Act as implemented in the FAR, pertaining to such procurement.

Signature



Employee/Consultant Name

(Typed)

Date

1/20/92

* Name of officer, and any other personnel or consultant who may have potential exposure to a violation of the Act.

** Identify the name of the Thomson Company and division or department, if applicable.

*** The Act became effective on December 1, 1990.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.