U.S. Department of Justice
Washington, DC 20530

Amendment to Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO 1105-0004

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials 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 of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Fleishman-Hillard, Inc.	3774

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for the period ending _____

☐ Other purpose *(specify)* _____

☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.

☒ To give notice of change in an exhibit previously filed.

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4. If this amendment requires the filing of a document or documents, please list-

written contract between Registrant and EADS

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. *(If space is insufficient, a full insert page must be used.)*

Attached is the written contract between Fleishman-Hillard and EADS.

This contract replaces the pre-contractual Letter of Agreement included in the previous Supplemental Statement.

9-7-01 SB FARA

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)	(Type or print name under each signature[1])
September 4, 2001	Frederic Rohlfing

1 This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

AGG INTERNATIONAL, INC./
FLEISHMAN-HILLARD, INC. CONTRACT WITH
EUROPEAN AERONAUTIC DEFENSE AND SPACE COMPANY

CONTRACT, dated as of May 8, 2001, by and among Fleishman-Hillard, Inc., a Delaware corporation ("FH"), AGG International, Inc., a New York corporation ("AGG," hereinafter together "we," "our" and "us") and European Aeronautic Defense and Space Company EADS, N.V., a public limited company incorporated under the laws of the Netherlands ("EADS," herein after "you" and "your").

WHEREAS, FH and AGG wish to act as public relations and communications counsel to EADS and EADS wishes FH and AGG to do so.

NOW THEREFORE, in consideration of the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

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1. Scope and Term of Services:

We will provide you with communications services as detailed in the attached memorandum (Exhibit A) for the period beginning on June 1, 2001 and ending on May 31, 2003. Our work for you under this Contract will be limited to the assignments in the memorandum. Any change in the terms and conditions of this Contract or engagement for additional services shall be mutually agreed upon in writing prior to performing those services.

2. Performance Review:

We are committed to serving you and helping you achieve your desired results. We shall inform you in writing and in detail on a regular/monthly basis and at any time requested by you on the results. Events of specific interest shall be reported immediately. We encourage you to review regularly with us any and all comments and suggestions you may have about our performance, and we will meet with you as frequently as deemed reasonably necessary to review performance.

We have designated the signatories of this contract who shall have the primary and ultimate responsibility for our services and who shall ensure to be supported by a sufficient number of highly qualified executives with the relevant experience and the necessary skills.

3. Result of the Work:

All documents delivered by us to you shall become your property, and you shall be granted the exclusive, unrestricted and perpetual right of use such documents and the results of our counsel work for all types of utilization. If we know about property rights of third parties that are affected by the results of our work, we shall immediately inform you.

All materials we produce at your expense shall be our property until we receive your payment in full for the cost of all materials and other out-of-pocket expenses and all fees relating to such materials.

4. Confidentiality:

We regard with utmost seriousness our duty to preserve your confidences and proprietary matters. We shall not disclose such information which you inform us is confidential and proprietary without your permission other than to our employees, counsel and other professional advisors we believe necessary to meet our obligations under this Contract, or as required by applicable law or judicial or administrative order. We may, however, disclose our engagement to you to other actual and potential AGG and FH clients.

5. Care of Property and Inspection:

We will take reasonable precautions to safeguard your property that is in our custody, but we shall not be liable for damage to your property unless the damage results from our negligence in connection with its care. We shall have no liability for damage to property that is in the custody or control of any third party.

You may inspect with reasonable notice, at the appropriate AGG or FH office, all correspondence, contracts, books, accounts, and other materials prepared or held by us that are directly related to our performance under this Contract. Inspections may be made during our normal business hours upon three days' prior written notice.

6. Approvals, Accuracy of Information and Indemnification:

You shall have the sole responsibility for authorizing and approving the dissemination of all information and materials released on your behalf. You shall be solely responsible for the accuracy, completeness and legal compliance of the information about you that you provide or approve for our use However, in

case the information given or the material supplied by you is found by us to be incorrect or incomplete or legally not compliant, we shall inform you about our findings.

You agree to indemnify us against any and all damages sustained as a result of any materials claims arising from any such materials that were approved by, or prepared based upon information provided by, you or any of your employees, agents or independent contractors. In addition, we shall indemnify you against any and all damages sustained as a result of our breach of this Contract or our negligence or intentional misconduct in connection with this Contract, and you shall indemnify us against any and all damages sustained as a result of your breach of this Contract or your negligence or intentional misconduct in connection with this Contract. The foregoing indemnification provisions in favor of you and us are intended to extend to and cover your and our respective officers, directors, agents and employees.

7. Outside Experts and Other Third Parties:

It may be appropriate in the course of our performance under this Contract to work with outside experts and other third parties hired by you or hired by us with your prior written authorization. You agree to reimburse fees and expenses incurred by these persons, and we shall not be liable to you in any way for the acts or omissions of such third parties.

8. Fees, Disbursements and Other Charges:

We are sensitive of the need to manage and control costs. It is our preference to work with budgets in which our fees for services are agreed upon in advance and made part of our Contract with you. You agree under this contract to pay us $1,200,000 for the period beginning on June 1, 2001 and ending on May 31, 2002. per attached proforma budget,
and an amount to be mutually determined by the parties acting in good faith for the period beginning on June 1, 2002 and ending on May 31, 2003, to be billed and paid quarterly in advance as detailed in the attached memorandum (Exhibit A). The amounts referred to in this paragraph be deemed as fixed/flat/retainer fee per annum not to be adjusted in case of exceeding the assumed 1,950 hr. work year (sheet 1). Amounts are together with any applicable value added tax. All costs usually incidental to services, in particular overhead expenses (e.g., secretarial or clerical services, costs for offices, copying expenses and local telephone calls) shall be covered by the retainer fee.

We also are committed to offering you the most efficient, costeffective support systems. You will be billed for telephone, facsimile transmission, mail, messenger charges, information retrieval, and travel expenses as appropriate to

services provided by us to meet our obligations under this Contract. Expenses for lodging and transportation (business class flights) shall be at reasonable rate and without markup. Any expenses of an exceptional nature (e.g., intercontinental flights) shall be subject to prior authorization by you. We strongly prefer that you contract directly with any third party vendors as needed for the services to be performed under this contract. In such case, you shall be billed directly by and submit payment directly to such third parties. Should you choose to have us contract directly with any other third parties, their invoices will be billed to you with a standard agency commission of 17.65 percent.

9. Billing and Payment:

We want you to be satisfied with the quality of our services and the reasonableness of our bills, and we ask that you discuss with us any questions or comments you may have about fees, charges and/or the form at of bills. Our fees and out-of-pocket expenses are due and payable on receipt of our invoice. We will bill on a monthly basis for fees, disbursements and related charges incurred in the preceding month. Where possible and with your agreement, we prefer to pre-bill you at the beginning of the month. You shall, within fifteen days of receipt, advise us of any dispute related to said invoice, or we shall deem the invoice accepted. While we make every effort to include all disbursements in the invoices for the period in which they were incurred, some costs are not available at the time of billing and must therefore be included in a later invoice.

10. Non-Payment and Collection:

Failure to pay our invoices within 30 days after the date of invoice may, at our discretion, result in suspension of any or all service to you until payment is received, and may result in termination of the Contract in case of two consecutive failures. We shall incur no liability of any kind to you for such suspension or termination. We reserve the right to charge interest up to 18 percent per annum on all amounts more than 30 days outstanding. In the event that we must retain counsel or other services to enforce the contract or recover any sum due, you shall be responsible for all said costs and expenses including reasonable attorneys' fees and court costs.

11. Dispute Resolution:

If we get into a dispute, we will first try to settle the dispute amicably through discussion and negotiation. If that fails, any claim arising out of or related to this Contract shall be finally settled under the rules of conciliation and arbitration of the American Arbitration Association. The place of arbitration shall be Washington, D.C., and the parties hereto expressly consent to the jurisdiction of said tribunal over each of them and further consent to service of process in

any action relating to this Contract by certified or registered mail, return receipt requested. Notwithstanding anything to the contrary contained in this Contract, in no event shall either of us be liable to the other for any punitive, incidental, or other special damages in connection with any claim arising out of or related to this Contract.

12. Termination:

We hope and trust that our relationship with you will be long and valued. Nevertheless, either of us may terminate our services for any reason during or after year two with 120 days prior written notice. You remain liable for all fees, disbursements and other related charges incurred up to the date of termination. In case of a material breach of contract by us or by you, the other party shall be entitled to terminate this Contract, by notice given in writing; provided, however, that before giving such notice of termination such other party shall first give the breaching party written notice of such breach, in reasonable detail, and the breaching party shall have a thirty-day period in which to cure such breach. Provisions in the Contract related to payment, confidentiality, indemnification, dispute resolution and waiver shall survive termination of the Contract.

13. Hiring of AGG/F-H Account Team Member

In the event that you should hire any of our account team members to be employees of your firm during the life of this Contract, you agree to pay us the equivalent recruiting fee to replace such account team members. This fee shall be based on thirty percent of the annual base salary of any such account team members. You will be billed for this fee in the month following the announcement of your hiring of any such account team members.

14. Miscellaneous:

This Contract (1) may not be assigned by either of us without prior written consent of the other; (2) shall bind and benefit each of us and our respective permitted successors or assigns; (3) supersedes any previous agreements, understandings, or discussions with respect to its subject matter, and (4) shall be governed and construed under the laws of the United States of America. Failure by either of us to exercise our rights under this Contract, or to fail to require strict performance of any part of the Contract, shall not constitute a waiver of those rights or provisions, which shall remain in full force and effect. Notice required under this Contract shall be given in writing either by personal delivery, telecopy (with confirmation of receipt) or certified mail, addressed in case of notice to us at: AGG International, Inc., 500 Fifth Avenue, Suite 1650, New York, New York 10110, U.S.A., Attention: Andrew Goldberg and Fleishman-Hillard 200 N. Broadway, St. Louis, Missouri, 63102, U.S.A., Attention: Fred Roelfing; and in

case of notice to you at Willi-Messerschmidt-Str. Gebaude 74C, 81663 Munich, Germany.

AGG INTERNATIONAL, INC.

By: _____

Andrew Goldberg, President
500 Fifth Avenue, Suite 1650
New York, New York 10110

Date: 3/17/01

FLEISHMAN-HILLARD, INC.

By: _____

William B. Garber, Senior Vice-President and Partner
1615 L Street, N.W., Suite 1000
Washington, D.C. 20036

Date: 3/17/01

EUROPEAN AERONAUTIC DEFENSE and SPACE COMPANY

Date: _____

_____

Philippe Camus, CEO

_____

Rainer Hertrich, CEO

EXHIBIT A

Description of services to be performed:

- Strategic communications planning and counsel

- Corporate positioning with Washington, DC, aerospace, financial and public policy audiences, including counsel, program development, implementation of media relations activities (i.e., message development, preparation/dissemination of press releases, op-eds, interviews, coordination of press events, etc.)

- Issue and crisis planning and management, including predictable issues such as government subsidies, and unpredictable issues such as environmental and union initiated activities.

- Special events, as needed to advance issues and corporate reputation, including special studies, industry roundtables; media events and conferences.

- Advice and support in media and representational aspects of trade shows.

- Identification and support of media and public events (speeches, social engagements, etc.) of the CEOs and senior executives throughout North America.

- Writing, design and production of collateral materials to support outreach efforts.

- Research in support of positioning, messaging and program measurement.