

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 .49 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.

*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  Fleishman-Hillard, Inc. 200 North Broadway St. Louis, MO 63102	2. Registration No.  3774
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3. Name of foreign principal European Aeronautic Space and Defence Company ("EADS")	4. Principal address of foreign principal EADS NV Drentastraataat 24 1083 HK Amsterdam Netherlands
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5. Indicate whether your foreign principal is one of the following:

- 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 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 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

Defense and Aerospace

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes  No

Owned by a foreign government, foreign political party, or other foreign principal See below 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 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 must be used.)

EADS is a private company but whose stock is 3% owned by France and 5% by Spain.

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.

EADS is a private company that trades on European Stock markets.

Date of Exhibit A	Name and Title	Signature
March 13, 2001	Frederic L. Rohlfing Chief Financial Officer	

**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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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**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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Fleishman-Hillard, Inc. 200 North Broadway St. Louis, MO 63102	2. Registration No. 3774
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3. Name of Foreign Principal

European Aeronautic Space and Defense Company ("EADS")

Check Appropriate Boxes:

4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6.  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 expenses, if any, to be received.

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

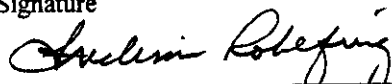
In the attached pre-contract letter of Agreement, the registrant has agreed to provide EADS public relations support for its U.S. operations. The parties intend, but have not yet entered into a formal written contract.

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

The registrant has agreed to provide public relations support, which shall include message development, public relations council, initial research and media relations support.

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

Date of Exhibit B	Name and Title	Signature
March 13, 2001	Frederic L. Rohlfing Chief Financial Officer	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any 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 interests, policies, or relations of a government of a foreign country or a foreign political party.

**FLEISHMAN-HILLARD, INC.  
AGG INTERNATIONAL, INC.**

**PRE-CONTRACT LETTER OF AGREEMENT**

This agreement is entered into this 1st day of February, 2001 by and between European Aeronautic Defence and Space Company (EADS) (Client), FLEISHMAN-HILLARD, INC. (F-H) and AGG INTERNATIONAL, INC. This agreement shall expire on the 2d day of March, 2001.

Client agrees that they have engaged F-H and AGG as of the date above to furnish services at the Client's request, which shall include message development, public relations council, initial research and media relations support. Client also agrees to compensate F-H and AGG for such services in a timely manner for fees estimated at \$100,000 during the time period stated above.

Client also agrees to compensate F-H and AGG in a timely manner for any applicable out-of-pocket expenses as may be incurred on behalf of Client in the course of F-H's and AGG's performance of services during the time period stated above.

Client, F-H and AGG agree to enter into a formal contract at the earliest date that is practicable for both parties. Upon signature of such formal contract, this letter of agreement will be terminated and superseded by such formal contract.

Should a formal contract not be signed by the date of expiration of this letter of agreement as stated above, this letter of agreement may be extended or renewed until such time as a formal contract may be signed.

By [Signature] [Signature]  
Client

CEOs EADS

Title

By [Signature]  
F-H

Senior Vice President and Partner

Title

By [Signature]  
AGG

President / Senior Partner