

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 <b>INTERLOCKE ASSOCIATES</b>		2. Registration No.
<b>3050 K Street., N.W., Suite 310, Washington, D.C. 20007</b>		<b>3954</b>
3. Name of foreign principal <b>SocietY Francaise Machine de</b>	4. Principal address of foreign principal	
<b>Materiels d' Arment (SOFMA)</b>	<b>17, Boulevard Malesherbes 75008, Paris, France</b>	

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 \_\_\_\_\_

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6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant. **Ministry of Defense**
- b) Name and title of official with whom registrant deals. **Dominique DuBarry-Commercial Executive**  
**C.A. calleja- Public Relations'**

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, **N/A**

- a) State the nature of the business or activity of this foreign principal

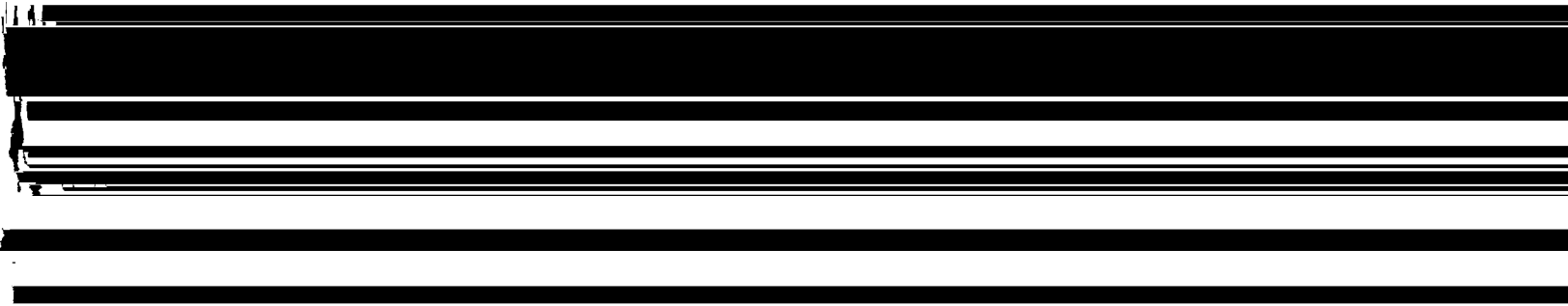
b) Is this foreign principal

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



**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
INTERLOCKE ASSOCIATES	Society Francaise Machine de Materiels d' Armenent (SOFMA)

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.

Marketing and Public Relations via professional contacts with agents of the United States Government.

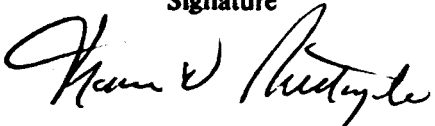
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REGISTRATION UNIT

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

Marketing and Public Relations via professional contacts with agents of the United States Government.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
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 24, 1987	Thomas Battaglia, Partner	

<sup>1</sup>Political 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.

**SOCIETE FRANÇAISE DE  
MATERIELS D'ARMEMENT**

DGD/COM 001225

N/RÉFÉRENCE A RAPPELER

17, BOULEVARD MALESHERBES  
75008 PARIS

TEL. : (1) 42 65 97 10+

Mr Thomas W. BATTAGLIA  
INTERLOCKE ASSOCIATES  
3050 K Street, N.W.  
Suite 310

WASHINGTON D.C. 20007

Affair followed by Mr. Dominique Dubarry  
Ext.415

V/RÉF.

OBJET :

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CRITERIA  
U.S.A.  
INTERNATIONAL SECURITY  
REGISTRATION UNIT

Dear Sir,

Please find enclosed in two copies the text of  
the Representational Agreement between us.

We have taken into account the draft you had remitted  
to us, and the changes made are only to harmonize it with our own  
usual "contrats-types". It will be commented to you by our  
Mr. Dominique Dubarry.

For the good order of our files, please remit us  
as soon as possible the statutes of your Company INTERLOCKE ASSOCIATES,  
and your powers as an authorized signatory of this Company.

Hoping in the good success of our cooperation,  
we remain,

Yours very truly,



**J. BIRÉ**

Président-Directeur Général

P.d. - p.2 - Article III.4 and Addendum I (fees payment schedule), have been  
modified following your requirements.

Feb. 4th, 1987

REPRESENTATIONAL AGREEMENT

Between :

Société Française de Matériels d'Armement  
17, boulevard Malesherbes  
75008 PARIS (France)

hereinafter called "SOFMA", represented by the Chairman, Mr Jean Biré,  
and

Interlocke Associates  
3050 K Street, N.W., Suite 310  
Washington D.C. 20007

hereinafter called "INTERLOCKE", represented by its Partner,  
Mr Thomas W. Battaglia,

the following has been agreed upon :

Article I - Period of performance

This contract shall be for a period of twelve (12) months commencing  
1 October 1986 through 30 September 1987.

There will be a renewable option prior to expiration available to both parties  
if so desired.

It is understood that both or either party to this agreement may choose  
not to renew the option without prejudice to the other party.

Article II - Compensation

SOFMA agrees to compensate INTERLOCKE for services rendered and to reimburse  
INTERLOCKE for certain expenses incurred on behalf of SOFMA in accordance  
with Addendum I (see Addendum I).

*JA 9/86*

.../..

### Article III - Obligations

#### III.1 - Exclusivity

INTERLOCKE enters into this contractual relationship clearly stating they are not now nor will they during the term of the said contract nor one year after its termination, enter into any conflict of interest contract and/or arrangement through third parties that would interfere with the business purposes of SOFMA.

#### III.2 - Intuitu personae condition

INTERLOCKE will not appoint any person or corporate body whatsoever to substitute for itself without SOFMA's previous written agreement.

#### III.3 - Documentation and secrecy

SOFMA will supply INTERLOCKE with the technical and commercial documentation that it will have at its disposal, concerning INTERLOCKE's mission.

INTERLOCKE will use the information provided by SOFMA only to fulfill the mission it has been entrusted with and will never disclose this information in a way which could be prejudicial to SOFMA's interest.

It is bound by secrecy and will not divulge during the period of validity of the present agreement as well as after its termination, any information regarding SOFMA's operations.

At the end or cancellation of the present agreement, it will bend back to SOFMA any literature or documents in its possession and commits itself not to keep or remit any copy to a third party.

#### III.4 - Miscellaneous

INTERLOCKE recognizes and willingly agrees to provide SOFMA representation in Washington D.C. to the U.S. Government and its Agencies. In addition, INTERLOCKE will utilize its expertise in seeking out for SOFMA's behalf valuable and meaningful potential industrial prime contractors who may benefit from SOFMA products. INTERLOCKE proposes to have its partner Mr Tom Battaglia act as its focal point of contact for INTERLOCKE to SOFMA. Further, INTERLOCKE will at all times have one (1) of its partners available for consultation and tasking by SOFMA in Washington D.C.

INTERLOCKE recognises the unique and special relationship this contract represents between the signatories ; it is agreed that INTERLOCKE will treat all aspects of SOFMA's business and trade secrets with proprietary handling.

It is understood that INTERLOCKE tasking may change by direction of the designated company's principal agent ; as, and when required.

*E. J. Webb*

.../..

INTERLOCKE will be designated to be answerable to the designated SOFMA's principal named in the addendum.

INTERLOCKE accepts Attachment I as the initiation scope of work for this Representational agreement and will provide its best efforts to assure SOFMA commercial advantage and contractual success.

Article IV - Government intervention

In case of intervention by the French Government to retake for its own account the negotiation of an affair covered by the present agreement, INTERLOCKE will not be due to claim for the remuneration indicated in Article II and Addendum I, as far as commissions are concerned, but would benefit with an indemnification which would be fixed by the French Government in case it would sign a contract for the said affair within six months following the notification of the intervention of the French Government.

Article V - Termination

Any breach of the obligation arising from the present agreement by one of the parties thereto and duly notified to the same party by the other party thereto, and which has not been rectified within a period of two months from the said notification shall entitle the notifying party to terminate this agreement immediately without prejudice to any claim for damages which it may make.

This termination shall be valid if notified to the defaulting party by registered letter with acknowledgement of receipt.

Article VI - Settlement of disputes

In case of disagreement on the interpretation and/or the execution of the present agreement, both parties will appoint one arbitrator and the two arbitrators will act as amicable conciliators.

In case they would not reach an agreement on the solution to be given to the dispute within six weeks of the written notification of the stated difference, this dispute shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce referred to in their offices in Paris, by three arbitrators appointed in accordance with the said rules.

In two original copies, in Paris, **07 JAN. 1987**

For SOCIETE FRANCAISE DE MATERIELS D'ARMEMENT

For INTERLOCKE

J. Bixé

T.W. Battaglia



Addendum I

General -

It is mutually agreed to by the parties that a to-be-negotiated and later determined commission/compensation will be executed by both parties.

Such commission will be against bona fide sales benefits towards SOFMA (or its clients) whereby INTERLOCKE has had an instrumental role to play in winning such awards.

Fees -

Monthly compensation will be at the rate of USD 2,000.00 (TWO THOUSAND U.S. dollars) per month.

Expenses -

Reasonable recoupment of entertainment and promotional opportunities to include meals, out-of area travels, subsistence, hotel, rent-a-car, etc. when performing services exclusively in favor of SOFMA.

Such expenses will be in the range of USD 500.00 (FIVE HUNDRED U.S. dollars) per month.

No travel or financial expenditures will exceed stated amount without the prior approval of Mr. Dominique Dubarry.

Payment schedule -

- The terms and conditions on which the commission will be due and paid will be defined in due time by particular agreements.
- INTERLOCKE is to lodge claim at the end of each monthly period for the payment of the above indicated fees, and will remit SOFMA a detailed statement. They will be transferred at the account in INTERLOCKE's name indicated in due time by it.
- The expenses as above-said will be matter of a quarterly invoice sent to SOFMA, with any relevant papers.

Point of contact -

INTERLOCKE ASSOCIATES : Mr Thomas W. Battaglia  
SOFMA : Mr Dominique Dubarry

Any changes required to the point of contact must be made in writing to the other party.

For SOFMA

For INTERLOCKE



Attachment I

Task I

Special Ops - "Sixth Service"

As the Congress recessed in August, the status of special operations has continued to legislatively evolve. As we had previously predicted, the House of Representatives in both their authorization and appropriation reports have endorsed the creation of a new Military Service Agency. In the Senate authorization bill there also is a proviso for a new unified command for special operations.

We therefore are virtually assured, at this point, that a new special ops force structure will become a reality. The differences between the two positions are : the House wants a separate agency ; the Senate a unified comand. Our belief is that a separate agency will win out in the final vote. It is key to note that agencies can procure (i.e., buy), whereas unified commands are tied to more traditional methods of procurement.

The "bottom line" for the French in either case remains : there will be a wealth of new procurements coming out of the new force structure. These procurements will be "off-the-shelf" items (i.e., non developmental) and directed toward a light, mobile and sleek force that, it is hoped, will possess fire-power capability well beyond its numeric numbers.

Clearly a host of French products have applications within such a mission scenario. FAMAS is but one of numerous hardware options.

*GAW*

Task II

FAMAS "Special Mission / Commando"

We view this weapon, as previously discussed, as a potentially viable entity for the new special operations agency within DoD. Also, we are of the opinion that we can and should enter SOFMA into selected "other" Federal Agencies ; e.g., Secret Service, Capitol Police, FBI, Department of the Treasury. It is recognized that some of these avenues have been previously explored but, in our estimation, we can enter discussions at a higher level than previously attempted.

Additionally, we would like to exert some leverage on some of the national-level police organization ; e.g., National Association of Police Chiefs, Police Foundation, International Union of Police Associations, American Federation of Police. Particular emphasis can also be leveled toward major city departments such as New York City, Los Angeles, Chicago.

In our estimation, with the availability of the rifle and ammunition here in the United States at this time, we should embark on a series of demonstrations to selected agencies immediately.

*5/9/73*

Task III

New starts

We would like to view this task as a mutually arrived-at target list derived in conference with SOFMA. We would hope our attached hardware analysis will spur some thoughts on SOFMA's part which we will then sit down and attempt to formulate into a blueprint for marketing here in the U.S.A.

*B. J. G. W. B.*

Task IV

Armoured (Assault) Gun System (XM-4)

This task is a carry-over from our previous work on behalf of SOFMA. We regret to advise you that this program, even after 3+ years, has yet to fully clarify itself. At the U.S. Army Armor School, we are still advised that this program is alive and viable. Further, we have been told to anticipate a renewed position from TRADOC/9ID to be at Department of the Army. Currently, we hear that 1992 is the expected timeframe for an initial operating capability.

We are also aware that FMC Corporation has recently been at Fort Knox and the Combined Arms Center attempting to interest the Army in the Brazilian Armored Car called the EE-11 Urutu (a wheeled, 12-passenger variant). FMC has in-country (U.S.A.) licensing agreement from Brazil. Such a strategy on FMC's part means they believe the program will ultimately gel. FMC would then have tracked (M113A3) and wheeled (EE-11) versions with which to compete.

It is our estimation that the program has been on and off so many times that it is a waste of time and personnel resources to pursue this with great enthusiasm. However, we do feel it wise and prudent that we continue to assess and monitor on your behalf. We hasten to add, in closing, there remains absolutely no funding line in the 1987 Budget for this action.

*John Galt*