

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 S3C Gerard Souham Group of Communication Companies International, Inc., 500 Fifth Avenue, New York, NY 10110	2. Registration No.  4114
3. Name of foreign principal L'Association Communautaire de l'Estuaire de la Loire / Atlantic International Zone (ACEL/AIZ)	4. Principal address of foreign principal Nantes World Trade Center 15, quai Ernest Renaud 44053 Nantes Cedex 04, France

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

ACEL/AIZ is a not-for-profit association organized under mandate from the Region Loire-Atlantique and the Paysde Loire, in France. The purpose of ACEL/AIZ is to promote the business interests of the region located in the Loire Estuary.

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 INTERNAL SECURITY  
 SECTION  
 REGISTRATION UNIT

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.)

The ACEL/AIZ is funded by contributions from the regional city councils, the local chambers of commerce and the local port authorities in Nantes and St. Na Zaire, France. Its activities are controlled by local businessmen in this region of France, known as the Loire Estuary, as well as the local city councils, chambers of commerce and port authorities.

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.

See answer to 9.

Date of Exhibit A 3/29/88	Name and Title MARY ELIZABETH ACEI SUPERVISOR	Signature ME. GOTTEN
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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  
S3C Gerard Souham Group of  
Communication Companies  
International, Inc.

Name of Foreign Principal  
L'Association Communautaire de  
l'Estuaire de la Loire / Atlantic  
International Zone (ACEI/AIZ)

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.

S3C acts as ACEI/AIS's counsel and adviser in Europe and the United States on communication, advertising, public relations and information in fostering the business interests of the Nantes-St-Nazaire industrial zone in France. In performing its obligations, S3C Will: Contact North American businesses and introduce them to the business possibilities and advantages of the Zone; arrange for North American business heads to visit the Zone; set up meeting with businessmen and ACEI/AIZ at S3C's offices; issue monthly recommendations and trimestral reports; and advise ACEI/AIZ on press/media relations and advertising.

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INTERNATIONAL DIVISION

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

See Answer to Item #4.

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

3/29/88

Name and Title

MARY ELIZABETH COOPER  
ACCOUNT SUPERVISOR

Signature

ME COOPER

<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.

CONTRACT



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INTERNAL SECURITY  
REGISTRATION

THE UNDERSIGNED

--- ACEL (Loire Estuary Community Assn.), an association incorporated (by) law in 1901, of which the HQ is in Nantes at 15 Quai Ernest-Renaud, represented by Mr. Jean-Joseph Regent, President, who declares himself entitled to this effect.

hereafter called THE CLIENT

ON ONE PART

--- S3C Gerard Souham Group of Communication Companies, Inc., 500 Fifth Avenue, NY, NY, USA, acting as much in its own name as in the name of S3C Groupe de Communication Gerard Souham, "societe anonyme" of which the HQ is in Paris, 22 Avenue Pierre ler de Serbie, France, both by their Chairman and Chief Executive Monsieur Gerard Souham

herein after called S3C

ON ANOTHER POINT

ARE AGREED UPON THE FOLLOWING:

ARTICLE 1ER OBJECT OF THE CONTRACT

The CLIENT entrusts to S3C a mission of Counsel and Agent in communication, advertising, public relations, information, etc. This mission is oriented toward the promotion of the port's industrial zone at Nantes-St-Nazaire and of the new advantages which it offers especially in the framework of the growth and liberalization of the Common Market in Europe.

This promotion must priortarily address itself to business directors in North America developing industrial and commercial activities in Europe. It is to address itself as well to European multinational directions (management).

S3C is entrusted with the mission of obtaining one or several investment decisions from the above-mentioned managers during the length of the contract in favor of the AIZ (Atlantic International Zone).

ARTICLE 2 OBLIGATIONS OF S3C

In order to accomplish its assignment, S3C will bring, according to an optimum sampling in the course of the year and if possible once a month, ten managers as define by l'article 1 per year to visit the AIZ in order to allow the CLIENT to conclude implantations or investments.

S3C engages itself to put to work all means at its disposal so that decisions obtained by the client would be



positive and this as much during the preparations that during and after the conclusions of the accord agreement between the CLIENT and the companies contacted by S3C.

S3C will work every month on one company having at its end a production strategy in Europe, to put in contact with the manager designated by the client that which will constitute a priority objective. When this objective will be attained, S3C will work in the same manner to procure for the client other contacts of the same type, of which the number will be a function of the time which remains available, in the framework of the remuneration expected in Article 5.

S3C will allow the client's management to use the offices at S3C New York, for their missions, a logistic capable of organizing meetings for work and for presentations.

S3C will furnish a monthly activity report to the client, into which will figure a list of contacts corresponding to S3C's activity for the client.

S3C will propose to the client a trimestral recommendation.

In the area of press relations, S3C will see to it that information which is furnished to the press is presented in the manner most conforming to the interests of the client and under the form most apt to arouse the attention of journalists. These will remain meanwhile the guidelines of their decision to reproduce or not information and will be solely responsible for the manner in which they are reproduced.

From the signature of the contract S3C will designate within its personnel a file manager who will be charged with maintained a permanent collaboration with the client for one execution of the assignment.

S3C's collaborators are held to professional confidence ("secret"). Not permitted to be published or diffused by an intermediary without the prior approval of the client's designated manager.

### ARTICLE 3 CLIENT OBLIGATIONS

The client will designate a manager from its organization who will be charged, authorized to centralize all the contacts between S3C and the client.

He will facilitate for S3C collaborators charged with the management of his file, access information and document sources existing at the heart of his organization.

He will have, otherwise, to furnish to these collaborators, everything basic and necessary to the execution



of the mission.

He will regularly transmit to S3C, in order that S3C would be able to follow up, all requests for informations which can be directly addressed (to S3C) and which would emanate from various publics with whom S3C is in rapport for the execution of the mission.

He will return at convenient (useful) times texts and mock-ups which would be submitted to his examination for agreement.

In the course of the execution of the present contract, and for the two years following its rupture, for whatever reason, the client is forbidden (forbids itself) to hire directly or indirectly, all S3C employees.

#### ARTICLE 4 RECIPROCAL EXCLUSIVITY

During the length of the present agreement S3C prohibits itself, except with written authorization, from the client, to bring its collaboration to all enterprise or all groupings, not today a client of S3C whose activities are directly competitive with those of the client.

Reciprocally, the client commits itself not to confer to any person or exterior organization, outside of its enterprise not assigned by ACEL at this writing during the same period, the realization of actions of the same type and responding to the same objectives as those for which S3C has been committed.

#### ARTICLE 5 REMUNERATIONS

The remuneration of S3C consists of Tabulation of hours spent in New York as well as Paris by means of hourly rate (see "annex") with a minimum of US \$5,000 (US \$Five thousand) (without tax) per month.

This remuneration will be billed by trimester in advance, payable upon receipt of the invoice (end of the month) in its contractual amount. When the number of hours spent is tabulated, the normal amount will be subtracted with the rest payable upon receipt of the invoice (end of month).

This remuneration will be reviewable by common accord between the parties at the end of each year with a retro-active effect at this anniversary date if the decision is taken tardily.



ARTICLE 6

EXPENSES

The client will reimburse S3C its out-of-pocket expenses on its behalf. Billing will be identical, except in the case where there would be transaction, creation or control. In these cases, a commission of 17.65% will be added.

Taxes are always the CLIENT's responsibility.

Above U.S. \$1000 (U.S. \$One thousand) per month, the client's written authorization will be requested in advance. This threshold will be reviewed annually in the same way as the remuneration.

Travels and brochures will be invoiced separately, as the objectives of estimates.

Payment will be effected upon receipt of each bill (end of month).

The CLIENT will be able to effect accounting verification concerning invoices at S3C.

ARTICLE 7

FINANCIAL RESERVE

Extra finances concerning both remuneration and out-of-pocket expenses cannot exceed (together) the amount of U.S. \$28,000 for the year.

ARTICLE 8

LENGTH

The present convention is concluded for a firm length of one year to count from this writing. It will renew itself by tacit agreement from year to year except by one party who intends (proposes) to oppose it by advising the other by registered letter at least 4 months in advance of the normal expiration date of the contract.

ARTICLE 9

ATTRIBUTION OF COMPETENCE

All litigation occurring in the application of the present agreement will be submitted to French law and competent tribunals of Paris.

October 1, 1987



CONTRAT

LES SOUSSIGNEES

- L'Association Communautaire de l'Estuaire de la Loire (ACEL), association régie par la loi de 1901, dont le siège est à Nantes, 15 quai Ernest-Renaud, représentée par Monsieur Jean-Joseph Régent, Président, qui se déclare habilité à cet effet

ci-après dénommée LE CLIENT

D'UNE PART

- S3C Gerard Souham Group of Communication Companies, Inc., 500 Fifth Avenue, New York, New York, Etats-Unis d'Amérique, agissant tant en son nom qu'au nom de S3C Groupe de Communication Gérard Souham, société anonyme dont le siège est à Paris, 22 avenue Pierre 1er de Serbie, France, toutes deux représentées par leur Chairman and Chief Executive Officer, Monsieur Gérard Souham

ci-après dénommée S3C

D'AUTRE PART

SONT CONVENUES DE CE QUI SUIT.

ARTICLE 1ER OBJET DU CONTRAT

Le CLIENT déclare confier à S3C une mission de Conseil et d'Agent en communication, publicité, relations publiques, information, etc.... Cette mission est orientée vers la promotion de la zone portuaire et industrielle de Nantes-Saint Nazaire et des nouveaux avantages qu'elle offre, particulièrement dans le cadre de l'agrandissement et de la libéralisation du Marché Commun en Europe.

Cette promotion devra prioritairement s'adresser aux dirigeants d'entreprises Nord-Américains développant des activités industrielles ou commerciales en Europe. Elle s'adressera également aux dirigeants d'entreprises multinationales européennes.

La mission confiée à S3C est de contribuer à obtenir une ou plusieurs décisions d'investissement des décideurs précités pendant la durée du contrat sur la Zone Internationale Atlantique.

ARTICLE 2 OBLIGATIONS DE S3C

Pour l'accomplissement de sa mission, S3C amènera, selon un échelonnement optimum au cours de l'année et si possible une fois par mois, dix décideurs tels que définis à l'article 1er par an à visiter la Zone Internationale Atlantique, afin de permettre au CLIENT de conclure des implantations ou des investissements.

S3C s'engage à mettre en oeuvre tous les moyens à sa portée pour que les décisions obtenues par le CLIENT soient positives, et ce tant pendant la préparation que pendant et après la conclusion de l'accord entre le CLIENT et les sociétés contactées par S3C.

.../...



S3C apportera en permanence, pendant toute la durée du contrat, ses conseils, ses idées et son expérience pour la recherche et l'exécution des solutions les plus adaptées aux objectifs de sa mission.

S3C travaillera chaque mois sur une société ayant à terme une stratégie de production en Europe, à mettre en contact avec le responsable désigné du CLIENT, ce qui constituera un objectif prioritaire. Quand cet objectif sera atteint, S3C travaillera de la même manière à procurer au CLIENT d'autres contacts du même type, dont le nombre sera fonction du temps qui restera disponible, dans le cadre de la rémunération prévue à l'article 5.

S3C permettra aux responsables du CLIENT de disposer dans les bureaux de S3C New York, pour leurs missions, d'une logistique capable d'organiser des réunions de travail et de présentation.

S3C fournira mensuellement au CLIENT un rapport de ses activités, dans lequel figurera une liste des contacts correspondant à l'activité de S3C pour le CLIENT.

S3C proposera au CLIENT une recommandation d'action trimestrielle.

Dans le cadre particulier des relations avec la presse, S3C veillera à ce que les informations qui seront fournies à celle-ci soient présentées de la manière la plus conforme aux intérêts du CLIENT et sous la forme la plus apte à susciter l'attention des journalistes. Ceux-ci resteront néanmoins seuls juges de leur décision de reproduire ou non ces informations, et seront seuls responsables de la manière dont ils les reproduiront.

Dès la signature du contrat S3C désignera au sein de son personnel un responsable du dossier qui sera chargé de maintenir une collaboration permanente avec le CLIENT pour l'exécution de la mission.

Les collaborateurs de S3C sont tenus au secret professionnel. Ne pourront être publiés ou diffusés par leur intermédiaire que les textes, photos, etc... ayant été préalablement soumis à l'approbation du responsable désigné par le CLIENT.

**ARTICLE 3**                    **OBLIGATIONS DU CLIENT**

Le CLIENT désignera au sein de son organisation un responsable autorisé, chargé de centraliser tous les contacts entre lui et S3C.

Il facilitera aux collaborateurs de S3C chargés de la gestion de son dossier l'accès aux sources d'information et de documentation existant au sein de son organisation.

Il aura, par ailleurs, à fournir à ces mêmes collaborateurs toutes les données de base nécessaires à l'exécution de la mission.

Il transmettra régulièrement à S3C, afin que celle-ci puisse y donner suite, toutes les demandes d'informations qui pourraient lui être adressées directement et qui émaneraient des divers publics avec lesquels S3C est en rapport pour l'exécution de la mission.

Il retournera à S3C en temps et heure utiles les textes ou maquettes qui seraient soumis à son examen pour accord.

En cours d'exécution du présent contrat, et pendant les deux années suivant la rupture, pour quelque cause que ce soit, le CLIENT s'interdit d'embaucher, directement ou indirectement, tout salarié de S3C.

.../...

ARTICLE 4 EXCLUSIVITE RECIPROQUE

Pendant toute la durée du présent accord, S3C s'interdit, sauf autorisation écrite du CLIENT, d'apporter sa collaboration à toute entreprise ou tout groupement, non client à ce jour de S3C, dont les activités sont directement concurrentes de celles du CLIENT.

Réciproquement, le CLIENT s'engage à ne confier à aucune personne ou organisation extérieures à son entreprise, non missionnées par ACEL à ce jour, pendant cette même durée, la réalisation d'actions du même type et répondant aux mêmes objectifs que celles pour lesquelles S3C a été engagée.

ARTICLE 5 REMUNERATION

La rémunération de S3C se fera à concurrence des heures passées tant à New York qu'à Paris, au moyen du tarif horaire figurant en annexe, avec un minimum de U.S. \$5,000. (U.S. dollars cinq mille) hors taxes par mois.

Cette rémunération sera facturée trimestriellement d'avance, en son montant forfaitaire, et sera payable à réception de la facture fin de mois. Une régularisation sera effectuée après connaissance du nombre d'heures effectivement passées. Le solde éventuellement dégagé sera payable à réception de la facture fin du mois.

Cette rémunération sera révisable par commun accord entre les parties au bout de chaque année, avec effet rétroactif à cette date anniversaire si la décision est prise tardivement.

ARTICLE 6 FRAIS

Le CLIENT remboursera à S3C les frais que celle-ci aura eu à dépenser pour lui. La facturation se fera à l'identique, sauf dans le cas où il y aura transaction, création ou contrôle. Dans ces cas, une commission de 17,65% sera perçue.

Les taxes seront toujours à la charge du CLIENT.

Au delà de U.S. \$1,000. (U.S. dollars mille) par mois, une autorisation écrite sera demandée au CLIENT à l'avance. Ce seuil sera révisé annuellement de la même manière que pour la rémunération.

Les voyages et les brochures feront à chaque fois l'objet d'un devis et seront facturés séparément.

Le paiement sera effectué à réception de chaque facture fin de mois.

Le CLIENT pourra effectuer chez S3C des vérifications comptables concernant ces factures.

.../...

*et sur:*

ARTICLE 7

RESERVE FINANCIERE

Les dépassements financiers concernant tant la rémunération que les frais ne pourront pas excéder ensemble le montant de U.S. \$28,000. (U.S. dollars vingt-huit mille) pour l'année.

Ce montant sera révisé annuellement de la même manière que pour la rémunération.

ARTICLE 8

DUREE

La présente convention est conclue pour une durée ferme de un an à compter de ce jour. Elle se renouvellera ensuite par tacite reconduction d'année en année, sauf à la partie qui entendra s'y opposer à en aviser l'autre par lettre recommandée, quatre (4) mois au moins avant la date d'expiration normale du contrat.

ARTICLE 9

ATTRIBUTION DE COMPETENCE

Tout litige pouvant survenir dans l'application du présent accord sera soumis à la Loi française et aux tribunaux compétents de Paris.

Fait à Paris, le 1er octobre 1987  
en double exemplaire

signature précédée de la date et de la mention manuscrite "lu et approuvé"

lu et approuvé

Pour le CLIENT  
Monsieur Jean-Joseph Régent



lu et approuvé

Pour S3C  
Monsieur Gérard Souham



A N N E X E

TIME OF STAFF: HOURLY RATE SCHEDULE

TEMPS PASSE: TAUX HORAIRES

S3C Paris  
Francs Français

S3C New York  
U.S. Dollars

	Chairman and Chief Executive Officer Président-Directeur Général	\$400.00/hour
1 000,00/heure	Senior Vice-President Responsable d'agence ou associé direct	\$150.00/hour
750,00/heure	Account Representative Chargé de Budget	\$100.00/hour
500,00/heure	Assistant Account Representative Assistant	\$60.00/hour
400,00/heure	Secretarial staff Secrétariat	\$45.00/hour

Fait à Paris le 1er octobre 1987

signature précédée de la date et de la mention manuscrite "lu et approuvé"

*lu et approuvé*

Pour le CLIENT  
Monsieur Jean-Joseph Régent



*lu et approuvé*

Pour S3C  
Monsieur Gérard Souham

