

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 Reed Smith Shaw & McClay 1200 18th Street, N.W., Washington, D.C. 20036		2. Registration No. 4227 N.A.
3. Name of foreign principal International Telecommunications Satellite Organization (INTELSAT)	4. Principal address of foreign principal 3400 International Drive, N.W. Washington, D.C. 20008	

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) International organization
- 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

INTELSAT is a cooperative established by international agreement, owned by the nations that are signatories to the agreement, for the purpose of establishing and operating satellite systems for international telecommunications.

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b) Is this foreign principal

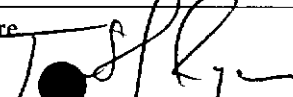
- Owned by a foreign government, foreign political party, or other foreign principal ..... Yes  No
- Directed by a foreign government, foreign political party, or other foreign principal ..... Yes  No
- Controlled by a foreign government, foreign political party, or other foreign principal ..... Yes  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.)

N. A.

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 Item 8.

Date of Exhibit A 3/9/89	Name and Title T. Timothy Ryan, Jr., Esquire, Partner	Signature 
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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	Name of Foreign Principal
Reed Smith Shaw & McClay	INTELSAT 4227

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.

Mr. Ryan holds meetings and discussions with Executive Branch officials on behalf of INTELSAT with regard to INTELSAT activities and the impact of Executive Branch actions on those activities. In particular, Mr. Ryan has held meetings or discussions with officials from the Departments of State, Treasury, Commerce, Defense and with the United States Trade Representative and the White House.

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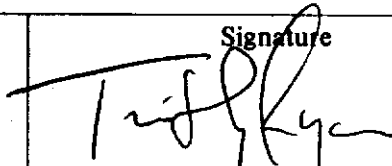
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See 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.

See Item 4.

Date of Exhibit B	Name and Title	Signature
3/8/89	T. Timothy Ryan, Jr., Esquire, 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.

FEE SCHEDULE  
PIERSON, BALL & DOWD  
ATTORNEYS WORKING ON BEHALF OF INTELSAT

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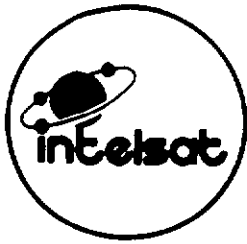
Listed below are the current fees charged for attorneys and other services provided for the client by Pierson, Ball & Dowd. All times are on a per hour basis.

T. TIMOTHY RYAN, JR.

Legal activities                      \$215

ASSOCIATE

\$90-100



INTERNATIONAL TELECOMMUNICATIONS SATELLITE ORGANIZATION  
ORGANISATION INTERNATIONALE DE TELECOMMUNICATIONS PAR SATELLITES  
ORGANIZACION INTERNACIONAL DE TELECOMUNICACIONES POR SATELITE

17 March 1988

T. Timothy Ryan, Jr.  
Pierson, Ball & Dowd  
1200 18th Street, N.W.  
Washington, D.C. 20036

Dear Tim:

This letter confirms INTELSAT's relationship with you through Pierson, Ball & Dowd retroactive to 1 January 1988. INTELSAT, of course, reserves the option of terminating the agreement for any reason with 30 days notice.

INTELSAT shall reimburse Pierson, Ball & Dowd on an hourly or fraction of an hour basis plus expenses according to the attached fee schedule for the performance of government representation services as specifically designated and approved by us and on an as needed basis.

Sincerely,

Walda Roseman

Approved:

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INTERNATIONAL TELECOMMUNICATIONS SATELLITE ORGANIZATION  
REGISTRATION SECTION

  
Robert Kinzie

Approved:

  
Dean Burch

Attachment

cc: D. Tudge  
J. Crunk  
T. Trujillo