

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	Cassidy and Associates, Inc. 655 15th Street, N.W. Suite 1100 Washington, D.C. 20005	2. Registration No.	4259
3. Name of foreign principal	Societa' Cavi Pirelli S.p.A.	4. Principal address of foreign principal	Viale Sarca, 202 Cas. Post 10098 20126 Milano, ITALY

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:

- a) Principal address
- b) Name and title of official with whom the registrant deals.
- c) Principal aim

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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

Cable manufacturing concern. Principal products include power, telecommunications, submarine, and optical fiber cables.

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.)

Societa' Cavi Pirelli S.p.A. is a member of the Pirelli Group, and is jointly owned by Pirelli S.p.A., Milan (approximately 43 percent), Societe International Pirelli S.A., Basle (approximately 43 percent), and Pirelli Societe Generale S.A., Basle (approximately 14 percent). Registrant believes that to some extent Societa' Cavi Pirelli S.p.A. is directed, controlled, financed, and subsidized by the companies that jointly own it, but registrant is without knowledge of the degree of such direction, control, financing, or subsidy.

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. N/A

Date of Exhibit A May 25, 1989	Name and Title Thomas M. Gannon General Counsel	Signature <i>Thomas M. Gannon</i>
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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.

<p>Name of Registrant Cassidy and Associates, Inc.</p>	<p>Name of Foreign Principal Societa' Cavi Pirelli S.p.A.</p>
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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.
N/A
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.
N/A

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

Registrant will monitor, and inform the foreign principal of, activities of the legislative and executive branches of the United States Government that may affect the business interests of the foreign principal. Either in person or by written or telephonic communication, registrant will present to officials of the legislative and executive branches of the United States Government the views of the foreign principal with respect to activities of those branches of government that may affect the business interests of the foreign principal.

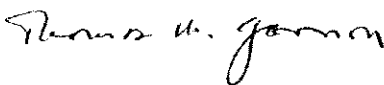
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

SEE RESPONSE TO QUESTION 4 ABOVE

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
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 RESPONSE TO QUESTION 4 ABOVE

Date of Exhibit B	Name and Title	Signature
May 25, 1989	Thomas M. Gannon General Counsel	

¹Political 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.

SERVICE CONTRACT

(CASSIDY AND ASSOCIATES, INC.)

(SOCIETA CAVI PIRELLI S.p.A.)

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KNOW ALL MEN BY THESE PRESENTS, that CASSIDY AND ASSOCIATES, INC., a corporation duly organized under the laws of the District of Columbia, and whose principal place of business is 655 15th Street, N.W., Suite 1100, Washington, D.C. 20005, does contract with SOCIETA CAVI PIRELLI S.p.A., whose principal office is Milan, Italy, to provide consultant services and act as a Washington representative for the period of three (3) years, commencing on January 1, 1989, and ending on December 31, 1992, in consideration for the payment of monthly fees as set forth below.

Payment shall be made to CASSIDY AND ASSOCIATES, INC. as follows: on May 1, 1989, Eighty-seven Thousand Five Hundred Dollars (\$87,500) in consideration for services rendered by CASSIDY AND ASSOCIATES, INC. to PIRELLI CABLE CORPORATION from January 1, 1989 through May 31, 1989, and thereafter in advance monthly payments, commencing on June 1, 1989, and following on the first day of the next thirty (30) months, in accordance with the schedule set forth below.

The May 1, 1989 payment and the subsequent fixed monthly payments shall be made to CASSIDY AND ASSOCIATES, INC. on the first of the month by wire transfer to Sovran Bank/DC National 1801 K Street, NW, Washington, D.C. 20006, attention: F Street Manager, account number 710-388-3, ABA account number 054001204. The fixed monthly payments shall be in the following amounts:

06/01/89 through 12/31/89	\$17,500/month
01/01/90 through 12/31/90	\$18,500/month
01/01/91 through 12/31/91	\$20,000/month

Between December 1, 1989, and December 31, 1989, representatives of SOCIETA CAVI PIRELLI S.p.A. and CASSIDY AND ASSOCIATES, INC. will review progress made pursuant to this contract. If upon that review SOCIETA CAVI PIRELLI S.p.A. determines that sufficient progress has not been made, SOCIETA CAVI PIRELLI S.p.A. has the unilateral right to withdraw from this contract upon written notification to CASSIDY AND ASSOCIATES, INC. Under those circumstances, the final monthly payment due CASSIDY AND ASSOCIATES, INC. from SOCIETA CAVI PIRELLI S.p.A. is the one due on January 1, 1990.

Additionally, between December 1, 1990, and December 31, 1990, representatives of SOCIETA CAVI PIRELLI S.p.A. and CASSIDY AND ASSOCIATES, INC. will review the progress made pursuant to this contract. If upon that review SOCIETA CAVI PIRELLI S.p.A. determines that sufficient progress has not been made, SOCIETA CAVI PIRELLI S.p.A. has the unilateral right to withdraw from this contract upon written notification to CASSIDY AND ASSOCIATES, INC. Under those circumstances, the final monthly payment due CASSIDY AND ASSOCIATES, INC. from SOCIETA CAVI PIRELLI S.p.A. is the one due January 1, 1991.

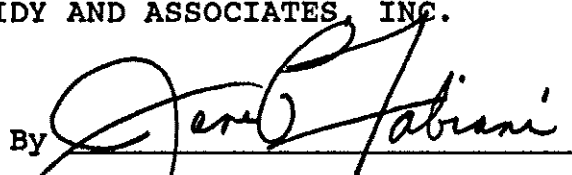
In its capacity as a consultant and Washington representative, CASSIDY AND ASSOCIATES, INC. shall make its best effort to assist SOCIETA CAVI PIRELLI S.p.A. in pursuing its business and government relations objectives. The nature of its projects shall be determined by SOCIETA CAVI PIRELLI S.p.A. with the advice and assistance of CASSIDY AND ASSOCIATES, INC.

This agreement contains the entire understanding between the parties. It may be changed only by written agreement signed by both parties.

In witness whereof the authorized representatives of SOCIETA CAVI PIRELLI S.p.A. and CASSIDY AND ASSOCIATES, INC. do hereby execute this contract.

CASSIDY AND ASSOCIATES, INC.

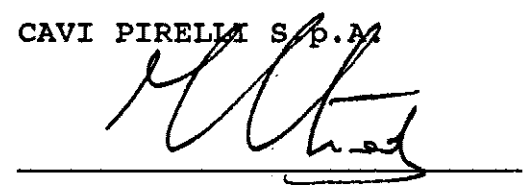
By


James P. Fabiani

Date: April 12, 1989

SOCIETA CAVI PIRELLI S.P.A.

By



Date:

(Ing. Francesco Strada)

FAX TO: Jim FABIANI
CASSIDY

202-347-0785

SOCIETA' CAVI PIRELLI S.p.A.

FACSIMILE TRANSMISSION

DATE 15.05.89
No. OF PAGES ==
FROM: D. Capuano
TO: J.T. Barteld
cc: A. Bolza
G. Parravidini

FAX No. 0039-2-6442-2921
PHONE No. 0039-2-6442-3110
OUR REF. No. 2220/D/134

NOTE: SCP CONTRACT WITH CASSIDY

Dear John,

The contract has been signed by F. Strada and one original will be airmailed to you thorough DML.

The second original will be kept by A. Bolza as Group Manager.

As far as the payments are concerned:

1. I have to verify whether the contract has to be registered.
2. Please inform J. Fabiani that in any case the first installment of 87500 USA \$ will be paid as soon we shall be authorized by U.I.C. (Italian Exchange Control Authority).

Best regards,

Nanni

DC/rg

*** END OF DOCUMENT ***