

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda 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 is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 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 Van Fleet, Metzner & Meredith Suite 520, 499 S. Capitol St., S.W. Washington, D.C. 20003	2. Registration No.
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3. Name of foreign principal Societe Nationale d'Etude et de Construction de Moteurs d'Aviation	4. Principal address of foreign principal 2 boulevard General Martial Valin 75724 Paris CEDEX 15 France
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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:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

Individual—State his nationality _____

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

a) Branch or agency represented by the registrant. N/A

b) Name and title of official with whom registrant deals. N/A

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7. If the foreign principal is a foreign political party, state:

a) Principal address N/A

b) Name and title of official with whom registrant deals. N/A

c) Principal aim N/A

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

Design, develop and produce commercial and military aircraft engines.

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

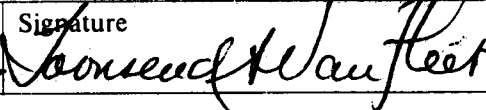
Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes No

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.)

Societe Nationale d'Etude et de Construction de Moteurs d'Aviation is a nationalized company, of which 90 percent of its stock is owned by the French Government. It operates just as an American corporation does, i.e., it is expected to make a profit (and it does) and must repay to the French Government funds advance to it for development of new products. Its regular operations are the responsibility of its officers and employees, none of whom are French Government employees.

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.

Date of Exhibit A	Name and Title	Signature
4 Feb 1994	Townsend A. Van Fleet President	

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 triplicate 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, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Van Fleet, Hetzner & Meredith	Societe Nationale d'Etude et de Construction de Moteurs d'Aviation

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 three 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 three 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 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 the expenses, if any, to be received.

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

The registrant fulfills its obligations to the foreign principal through conversations and correspondence with the principal, through conversations with the appropriate U.S. authority, and the preparation and submission of memoranda, reports, etc., concerning the marketing of the CFM56 aircraft engine manufactured by the foreign principal.

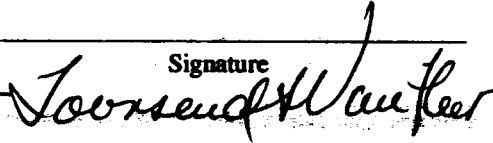
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant is engaged principally in advising and assisting the foreign principal in efforts to conclude and or extend agreements with the U.S. Department of Defense with respect to procurement of the CFM56 engine by the U.S. military services and allies of the United States. The registrant keeps the principal informed on a timely basis concerning U.S. legislation, regulations, and requirements which could have an impact on the procurement and utilization of the CFM56 engine by the United States and its allies.

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.

A portion of the registrant's activities may include contacts with members of the United States Congress and with their staffs with respect to the legislation and prospective legislation involving procurement and utilization of the CFM56 aircraft engine. Contacts may be made with members of the Executive Branch for the same purpose. The means of contact may be by letters, reports, memoranda, etc., and personal conference.

Date of Exhibit B	Name and Title	Signature
14 Feb 1994	Townsend A. Van Fleet President	

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.

CONSULTANT AGREEMENT

between

**SOCIETE NATIONALE D'ETUDE ET DE CONSTRUCTION DE MOTEURS
D'AVIATION,**
whose head office is 2 boulevard du Général Martial Valin, 75724 Paris Cedex
15, France,

hereinafter called "Snecma",

represented by Mr. Georges SANGIS, Vice President Commercial Engines
Business

and

VAN FLEET, METZNER & MEREDITH
whose head office is 499 South Capitol Street, Suite 520, Washington, D.C.
20003, U.S.A.

hereinafter called "Van Fleet, Metzner & Meredith",

represented by Mr. Townsend A. VAN FLEET

ARTICLE 1 - PURPOSE OF THIS AGREEMENT

Snecma hereby appoints Van Fleet, Metzner & Meredith as its non exclusive consultant for the support of the KC/RC135 reengining programs with CFM56, within USAF/DOD/Congress in coordination with General Electric/Boeing Washington offices.

ARTICLE 2 - OBLIGATIONS OF VAN FLEET, METZNER & MEREDITH

2.1 Van Fleet, Metzner & Meredith mission shall be to advise Snecma in relation with the purpose of this Agreement. A detailed action plan will be submitted to Snecma no later than January 14, 1994.

Furthermore, Van Fleet, Metzner & Meredith undertakes to regularly report in writing on their activities within this mission. The periodicity of such reports will be fixed by common consent between the Parties.

The reports supplying all information to be communicated to Snecma will be sent by Van Fleet, Metzner & Meredith to :

Mr. Bruno HUET
General Manager Government Sales
Snecma
Annexe Passy-Kennedy
104, avenue du Président Kennedy
75016 Paris - France

2.2 Such mission is limited to two thousand (2,000) working hours for the contractual year as stipulated in Article 7.2 hereafter.

2.3 It is understood that Van Fleet, Metzner & Meredith is in no way the legal representative or agent or employee of Snecma for any purpose whatsoever and will have no right or authority to assume or create, in writing or otherwise, any obligation of any kind, expressed or implied, in the name of or on behalf of Snecma.

ARTICLE 3 - OBLIGATIONS OF SNECMA

Snecma undertakes :

- to pay Van Fleet, Metzner & Meredith the compensation mentioned in Article 6 hereafter,
- to supply Van Fleet, Metzner & Meredith with all the documentation which is reasonably necessary to enable him to fulfil his mission described in Article 2.

ARTICLE 4 - SECRECY OF THE DOCUMENTATION

Van Fleet, Metzner and Meredith undertakes to treat in a strictly confidential way all documentation and information which Snecma will be led to communicate to them during the term of this Agreement and which are not specifically intended to USAF/DOD and/or Congress.

This obligation shall survive for five (5) years after expiration or termination of this Agreement.

After expiration or termination of this Agreement for any reason, Van Fleet, Metzner and Meredith undertakes to return all documentation supplied by Snecma to them.

ARTICLE 5 - EXCLUSIVITY - NON COMPETITION

As long as this Agreement remains in force and one (1) year after its expiration or termination, Van Fleet, Metzner & Meredith forbids themself to work as consultant or representant for companies whose activities could be judged by Snecma as directly competing with the KC/RC135/CFM56 reengining program.

ARTICLE 6 - COMPENSATION

- 6.1 As a fixed compensation for the services rendered under this Agreement, Snecma undertakes to pay to Van Fleet, Metzner & Meredith one hundred sixty US Dollars (US\$ 160) per working hour, within the limit of two thousand (2,000) working hours set forth in Article 2 above.

Such compensation also covers any routine costs or expenses incurred by Van Fleet, Metzner & Meredith in performing this Agreement. However, Snecma will reimburse Van Fleet, Metzner & Meredith all approved exceptional expenses incurred on behalf of Snecma, such as long distance phone calls, travel and reception expenses.

- 6.2 Snecma shall pay Van Fleet, Metzner & Meredith at the beginning of each month, after receipt of an invoice for the working hours actually performed during the past month.

The monthly expenses will be reimbursed on the same way upon receipt of an invoice including all necessary justification of said expenses.

Payments will be made in compliance with the fiscal obligations imposed either by the internal law of France or by the fiscal conventions entered into or to come between the U.S.A and France.

ARTICLE 7 - DURATION

- 7.1 This Agreement shall become effective after its signature by both Parties with retroactive effect as of December 6, 1993.
- 7.2 This Agreement is concluded for a period of one (1) year from the date of its effectivity.
- 7.3 Upon expiration or termination of this Agreement pursuant to Article 8 hereunder, Van Fleet, Metzner & Meredith shall not be entitled to receive any compensation whatsoever, other than due under Article 6 above.

ARTICLE 8 - TERMINATION

This Agreement may be terminated at any time by either Party upon a two (2) month written notice.

ARTICLE 9 - APPLICABLE LAW - DISPUTES

Any provision of this Agreement which would be contrary to U.S. legislation or regulations in force at the moment of signature of this Agreement or coming into force thereafter, shall be considered as null and void. If such provision is not considered as determinant for the signature of said Agreement, the validity of the other provisions of this Agreement shall not be affected.

This Agreement shall be construed and the legal relations between the Parties hereto determined in accordance with the law of Switzerland.

All disputes arising in connection with this Agreement shall be settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

All arbitration procedures or hearings shall take place in Geneva, Switzerland.

The arbitration award shall be final and binding on both Parties, and each of the Parties shall accept it as binding and enforceable at any Court, and shall waive any claim or appeal whatsoever against it.

ARTICLE 10 - PREVIOUS AGREEMENTS

The terms and conditions set out herein represent the entire agreement between the Parties relating to the subject of this Agreement and supersede all prior agreements, statements and understandings, whether oral or in writing, as far as they relate to the same subject.

Done in two original copies


For Van Fleet, Metzner & Meredith

For Snecma



Date : 23/12/93

Date : 6/1/93