

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 Global USA, Inc.	2. Registration No. 3489
3. Name of foreign principal Industrial Cooperation and Development Co.	4. Principal address of foreign principal Operring 3, A-1010 Vienna Austria

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: 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
Industrial Cooperation and Development Co. (ICD) is an Austrian Government-owned entity that promotes foreign investment in Austria.

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.)

ICD is 51 percent owned by the Government of Austria, and the majority of its Board of Directors are Austrian Government officials. The minority interest is owned by Austrian industry.

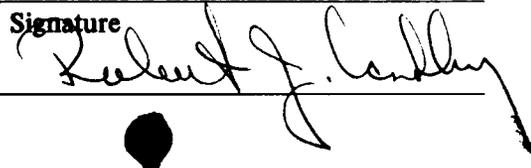
10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A
March 26, 1985

Name and Title
Robert J. Conkling
Managing Director

Signature



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
Global USA, Inc.	Industrial Cooperation and Development Co.

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.

The nature of performance of the above indicated agreement is to improve the political and regulatory environment regarding technology transfer between Austria and the United States.

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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.

Global will provide the foreign principal with information concerning U.S. companies interested in investing in Europe; track and analyze Executive and legislative policy trends and legislation of the U.S. and other CoCom member governments that may affect Austria in the areas of export control, East/West relations, EEC relations, technology transfer enforcement, and CoCom; assist specific entities to acquire U.S. and CoCom export or reexport licenses; and advise and assist the foreign principal on specific public awareness programs.

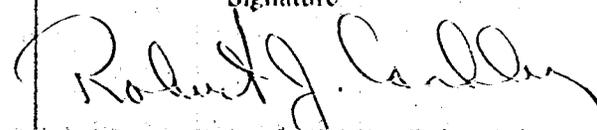
6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes No

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.

In addition to the activities discussed above, Global will advise and assist in arranging discussions between government and industry officials of Austria and the United States to build mutual confidence and understanding and enhance economic business cooperation. Global will work with U.S. Government officials to remove Austria from DQD review of export control licenses or to alter the review process. Global will prepare a presentation on Austria outlining a new technology protection program and business climate to U.S. Government officials.

Date of Exhibit B
March 26, 1985

Name and Title
Robert J. Conkling
Managing Director

Signature


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.

Mr. Gerald Y. Genn
President
ICD Austria
Opernring 3, A-1010 Vienna
Austria

Mr. Otto G. Zich
Executive Vice President
Voest-Alpine AG
P.O.Box 2, A-4010 Linz
Austria

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INTERNAL SECURITY
SECTION
REGISTRATION UNIT

Gentlemen:

This letter sets forth the terms and conditions for the retention of Global USA, Inc. (hereinafter "Global"), by ICD Industrial Cooperation and Development Company, and VOEST-ALPINE AG (hereinafter "ICD" and "VA"), to assist ICD and VA in the conduct of its general business activities in the United States and to represent ICD's and VA's interests before the Legislative and Executive Branches of the United States Government on issues relating to matters of interest to ICD and VA.

The services which Global shall provide ICD and VA shall include:

1. Advise ICD and VA on the status of relevant issues pending before the Executive and Legislative Branches of the United States Government;
2. Advise Executive and Legislative Branches of the United States Government and official thereof as to matters of interest to ICD and VA and matters which may affect ICD and VA.
3. Assistance in the conduct of ICD's and VA's general business activities in the United States.

In consideration of Global's agreement to provide these services to ICD and VA, ICD and VA shall pay to Global an annual fee of One Hundred Thousand Dollars (\$100,000.00), payable in four advanced quarterly payments of \$25,000.00. Expenses for communication, entertainment and travelling will be paid by ICD and VA up to a limit of \$27,500.00. Extraordinary expenses, such as long distance (more than 150 miles) travel, shall be undertaken only after consultation and approval by ICD or VA and shall be billed separately.

It is agreed that Global is an independent contractor of ICD and VA, without the power to bind, act for or obligate ICD and VA expressly, impliedly or in any manner unless ICD and VA provide otherwise. It also is understood that Global, if required by its representation of ICD and VA, will register with the Department of Justice, pursuant to the Foreign Agents Registration Act of 1938 (as amended) and with the United States Congress.

The term of the contract shall be for a period of one year beginning January 1, 1985 and renewable on a yearly basis upon mutual agreement. Negotiation for each renewal shall be completed not later than 60 days prior to the scheduled end of a contract year.

If this letter satisfactorily sets forth the terms of and conditions of the relationship between ICD and VA and Global, please execute this agreement under the word "Accepted", and return it to us along with a wire transfer for Thirty-One Thousand Eight Hundred and Seventy-Five Dollars (\$31,875.00). Subsequent payments of \$31,875.00 are due on/or before 1 April, 1 July, 1 October 1985.

Sincerely,

GLOBAL USA, INC.

By: Robert J. Conking 14/12/84
Robert J. Conking
Managing Director

ACCEPTED:

ICD INDUSTRIAL COOPERATION AND
DEVELOPMENT COMPANY

By: [Signature] 14/12/84

VOEST-ALPINE AG
By: [Signature]

Date: 21.12.84

Mr. Gerald Y. Genn
President
ICD Austria
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Mr. Otto G. Zich
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Managing Director

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DEVELOPMENT COMPANY

By: [Signature] 14/12/84

VOEST-ALPINE AG
By: [Signature]

Date: 21.12.84