

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 Lipsen, Whitten & Diamond 1725 DeSales St., N.W., Suite 800 Washington, D. C. 20036	2. Registration No. 3586
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3. Name of foreign principal Rolls-Royce Inc.	4. Principal address of foreign principal 475 Steamboat Road, Box 2525 Greenwich, Conn. 06836-2525
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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:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual—State his nationality _____

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

- 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
Manufacture and sale of jet aircraft engines and related equipment.

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.)

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.

publicly traded corporation

Date of Exhibit A May 10, 1980	Name and Title Jamie L. Whitten Partner	Signature <i>Jamie L. Whitten</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.

Name of Registrant	Name of Foreign Principal
Lipsen, Whitten & Diamond	Rolls-Royce Inc.

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.

Monitor legislation relating to trade, defense industrial base, offsets, defense cooperation, and technology transfer and provide advice on the general administrative and legislative climate which impacts on UK/US business relationships and trade policies.

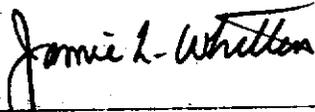
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SECTION
FEDERAL BUREAU OF INVESTIGATION

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

Monitor and report on Federal activities impacting the client's business;
advise on business and financial issues.

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.

Date of Exhibit B	Name and Title	Signature
May 10, 1989	Jamie L. Whitten Partner	

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.



ROLLS-ROYCE INC.

475 Steamboat Road
Box 2525
Greenwich, Connecticut 06836-2525
Telephone: (203) 625-8600
Rapifax: (203) 625-0634
Telex: 643839 ROLLSROYCE GRC
Easylink: 62047759

April 10, 1989

Lipsen, Whitten & Diamond
725 DeSales Street N.W.
8th Floor
Washington, D.C. 20036

Dear Sirs:

We are pleased that your firm has agreed to act as consultants for Rolls-Royce Inc. Accordingly, this Letter Agreement stipulates the terms and conditions of the arrangement which are as follows:

1. The consultancy will be for a one year term commencing March 1, 1989, and continuing thereafter unless and until terminated by either party upon thirty days' written notice.
2. Rolls-Royce Inc. will pay Lipsen, Whitten & Diamond at the rate of \$8,000.00 per month, payable on the first of each month, in arrears. Additionally, Rolls-Royce Inc. will pay all reasonable travel and other expenses sustained by your firm in connection with the rendering of services to Rolls-Royce Inc.
3. Your consulting services will be required primarily in the Washington, D.C. area. However, there may be a requirement to service other locations as we shall from time to time mutually agree upon.
4. The services which we expect you to perform are on the attached list. However, these services are not limited to those specified but may be added to upon mutual agreement.
5. You will be an independent contractor and neither you nor any employee of Lipsen, Whitten & Diamond nor anyone else associated with or employed by you will be an employee or agent of Rolls-Royce. Neither you nor any of such others will be eligible to participate in Rolls-Royce welfare, pension, fringe benefit or other employee plans.
6. You will remain free to perform consulting services for others except those companies or organizations engaged in business

competitive with ours. You agree to advise us in writing when such circumstances arise and if we determine that a conflict of interest arises, then we may terminate the relationship between us on written notice.

7. All information as to the business and products of Rolls-Royce and its affiliates which you may acquire in the course of your activities hereunder shall be held in confidence by you and not used by you or disclosed to anyone else without our prior written consent.
8. This Agreement between us may not be changed or terminated orally. You may not assign this Agreement, and this Agreement shall be construed under the laws of New York as if entered into and fully performed in New York.
9. If either of us commits a material breach of this Agreement, the other party may terminate this Agreement upon written notice and you or we may so terminate if the relationship between us is fundamentally prejudiced by action or inaction by the other party.

If the above is satisfactory to you, please confirm your acceptance by signing both copies of this letter and returning the original to me.

Sincerely,

ROLLS-ROYCE INC.



AGREED: 

DATE: April 19, 1989

FRC/hab
Att.

CONSULTANT SERVICES

The following is the scope of services which Rolls-Royce Inc. desires should be performed:

- ◆ Provide advice on the general administrative and legislative climate that is likely to impact the company's ability to do business in the United States.
- ◆ Provide advice on the progress of defense authorization and appropriations legislation as it is liable to effect programs of direct interest to the company.
- ◆ Provide advice on strategies to enable programs/issues of interest to the company to be presented in a manner most conducive to success.
- ◆ Represent the company position to key administration and congressional personnel when deemed desirable by both company and consultant.
- ◆ Assist the company in gaining access to key administration and congressional personnel to enable direct representation of the issues when deemed desirable by both company and consultant.
- ◆ Monitor legislation relating to trade, defense industrial base, offsets, defense cooperation, technology transfer, etc., and advise on matters expected to impact the company in both the U.S. domestic and export markets.
- ◆ Provide advice on strategies, with particular reference to the legislature, that would improve the company's potential for achieving its objectives.