

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.

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 .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 |
|---------------------|---------------------------|
| Gold and Liebengood | Fiat, S.p.A. |

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.

RECEIVED
FEB - 3 2 33
U.S. DEPARTMENT OF JUSTICE
REGISTRATION UNIT
WASHINGTON, D.C. 20530

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

The registrant has been retained by Fiat Washington, Inc., a wholly owned subsidiary of Fiat, S.p.A., to provide government relations expertise with regard to the Senate, the House and Administration. Appropriate and necessary contacts will be made with certain government officials in support of Fiat programs.

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

The registrant will contact Members and staff of the U.S. Congress and the Administration on behalf of Fiat Washington, Inc., and the parent corporation Fiat S.p.A. and related subsidiaries. In addition, registrant will prepare position papers, letters and draft legislation.

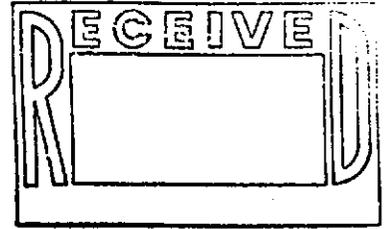
6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes No

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.

The registrant has been retained to present the views of Fiat, regarding defense authorization and appropriations bills, trade legislation, export licensing issues, environmental issues, and matters impacting the automotive industry.

| Date of Exhibit B | Name and Title | Signature |
|-------------------|--|-----------------------------|
| 1/29/92 | Howard S. Liebengood Vice President | <i>Howard S. Liebengood</i> |

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.



MEMORANDUM OF AGREEMENT BETWEEN FIAT WASHINGTON INC.
AND GOLD AND LIEBENGOOD

WHEREAS, Fiat Washington Inc. recognizes that U.S. government policies and actions may have a significant effect on Fiat's operations within and without the U.S. marketplace;

WHEREAS, Fiat Washington Inc. recognizes the necessity, where relevant to Fiat interests, to understand U.S. governmental legislative and political processes and operate in harmony therewith;

WHEREAS, Fiat Washington Inc. recognizes the importance, where the need arises, of establishing and maintaining relationships with appropriate Members and staff within the Congress and the Administration;

WHEREAS, Fiat Washington Inc. recognizes the need to augment U.S. governmental relations resources with a sophisticated and experienced lobbying capacity; and,

WHEREAS, Gold and Liebengood which has successfully represented Fiat interests in Washington in past years, is a bipartisan lobbying firm with excellent access and a thorough understanding of the nuances of the American governmental process across a wide spectrum of the legislative and executive branches of the United States government.

NOW THEREFORE, Fiat Washington Inc. and Gold and Liebengood agree as follows:

1. Services
 - a. Gold and Liebengood, working in conjunction with Fiat Washington Inc. and on the basis of specific requirements, shall endeavor to establish and maintain an appropriate network of Member and staff relationships within the Congress and the Administration on behalf of Fiat. Gold and Liebengood shall expend its repository of goodwill on behalf of Fiat, as necessary, to accomplish this effort through:
 - (i) Visitations, where necessary, to educate Congressional Members and staff relative to issues of pertinence to Fiat. Similar visitations will be made within the Executive Branch as required.
 - (ii) Periodic luncheons and dinners with American policymakers and Fiat corporate officers.

- (iii) Visitations to Fiat facilities as appropriate.
 - (iv) Identification of, and visits with, Members representing districts in which Fiat companies and subsidiaries are located. These visits are to include briefing on Fiat activities and the nature and importance of the Fiat business being conducted in the Member's district or state.
- b. Gold and Liebengood shall make the full range of company resources available to Fiat, and all its subsidiaries and related companies, for political and legislative intelligence gathering and advocacy as needed. All such activity shall be only at the direction of Fiat Washington Inc. Said services will focus on Fiat interests, as defined by Fiat Washington Inc., in the automobile industry, international development, trade, defense, and other relevant matters.
- c. Lobbying efforts, where appropriate, will be coordinated with American interests doing business in Europe and with Fiat in particular. Similar coordination will be assured, where necessary, with reference to Fiat activities in the U.S.A.

2. Compensation

In consideration for the services described herein, Fiat Washington Inc. shall pay Gold and Liebengood a \$5,000 minimum monthly retainer against which Gold and Liebengood will bill its hourly rates (\$250.00 per hour for professional services and \$50.00 per hour for support services) up to a monthly maximum of \$15,000. In no case whatsoever, shall Gold and Liebengood bill in excess of the \$5,000 monthly retainer unless and until Gold and Liebengood has expended twenty hours of services on behalf of Fiat.

3. Consultant Support

From time to time, Gold and Liebengood may incur expenses on behalf of Fiat Washington Inc. for lobbying or consulting services from other firms. In the absence of a specific determination to the contrary, made in consultation with Fiat Washington Inc., Gold and Liebengood shall be solely responsible for the payment of such consulting costs and expenses undertaken at the direction of Gold and Liebengood.

4. Disclosure to Government

Gold and Liebengood shall be responsible for making full and necessary disclosure of this agreement and the activities specified herein, pursuant to the requirements of the Foreign Agents Registration Act, 22 U.S.C. Section 611 et. seq., the Lobbying Act, 2 U.S.C. Section 621 et. seq., and similar statutes.

5. Term and Termination

The term of this agreement shall be from January 1, 1992, through December 31, 1992 unless sooner terminated by either party upon sixty (60) days prior written notice.

This notwithstanding, Fiat Washington, Inc., and Gold and Liebengood shall conduct a mid-term review of this Agreement after six months of its commencement. This review shall examine the provisions contained herein, and shall revise them as deemed appropriate, in consideration of eventual changes in Fiat's requirements for the services envisioned and/or in the light of any other relevant events of an unforeseeable nature.

6. Invoices

Gold and Liebengood shall provide monthly invoices accompanied by an accounting of services rendered, time expended and specifying the provider of such services. Said monthly statement will detail all expenses incurred on Fiat's behalf, which shall be passed on without markup.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date specified below:

Gold and Liebengood
1455 Pennsylvania Avenue, N.W.
Suite 950
Washington, D.C. 20004

By: *Howard S. Liebengood*
Howard S. Liebengood

Date: *December 19, 1991*

Fiat Washington, Inc.
1776 Eye Street, N.W.
Suite 775
Washington, D.C. 20006

By: *Mario Locatelli*
Mario Locatelli

Date: *December 20 1991*