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DEPARTMENT OF JUSTICE
JUL 3 4 06 PM 1968
REGISTRATION SECTION

UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

Amended EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

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
Cox, Langford & Brown	Government of Belgium

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.

The agreement involves the performance of such legal services as may be required in connection with the preparation and conduct of negotiations between the United States and Belgium over possible revision of the bilateral air transport agreement between the two countries.

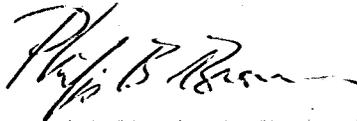
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant will render such legal services as may be requested in connection with the bilateral negotiations including preparation of memorandums, conferences with Belgian Government and airline officials, analysis of legal and economic data, and any other normal legal services.

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 will attempt by correspondence and conferences to convince members of Congress, state officials and members of the general public that amendment of the present bilateral air transport agreement with Belgium so as to grant Belgium an additional landing point in the United States would be beneficial to the traveling public, U. S. business and the U. S. balance of payments.

Date of Exhibit B	Name and Title	Signature
July 2, 1968	Philip B. Brown Partner	

^{1/} Political 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.

BELGIAN EMBASSY
3330 GARFIELD STREET, N. W.
WASHINGTON 8, D. C.

January 9, 1968

D. 26.500/6
N. 140

JUL 3 4 14 PM 1968

RECEIVED SECTION

Mr. Philip B. Brown
COX, LANGFORD & BROWN
1521 New Hampshire Avenue, N.W.
Washington, D.C. 20036

Dear Mr. Brown,

With reference to your letter to this Embassy of November 30th, I am pleased to inform you that I have been instructed by the Ministry for Foreign Affairs, in Brussels, to confirm to you that the arrangements you suggested are considered quite satisfactory.

Sincerely yours,



Charles H. Muller,
Economic Minister

November 30, 1967

Dear Mr. Muller:

This letter is to confirm our understanding with the Embassy concerning the fee arrangements for the services of this firm to the Belgian Government in connection with the forthcoming negotiations for amendment of the U. S- Belgian Bilateral Air Transport Agreement.

As set forth in our letter to you dated October 26, 1967, we understand that the entire effort on behalf of the Belgian Government and Sabena Belgian World Airlines will be coordinated through the Belgian Embassy and that the Embassy will know and approve in advance whatever steps are taken to promote the Belgian objectives. We have commenced work along the lines described in that letter and have attended meetings at the Embassy and at the Sabena office in New York to discuss both the substance and the conduct of the case. We have studied the material obtained from you and other material we have been assembling ourselves. We have received additional material from Sabena which we are presently reviewing. Pursuant to your authorization, we are initiating informal meetings with certain officials within the U. S. Government. We will also proceed to assist in the accomplishment of the steps set forth on the attached schedule and will attend the meeting scheduled in Brussels for December 14-15, 1967.

We confirm our understanding that the continuing services we are expected to render will not be limited to ordinary legal services but will also include more wide-ranging services of a "government relations" nature.

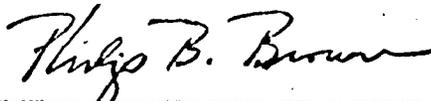
In accordance with our informal understanding, we confirm that we will perform the services required in this matter, including those already rendered, for a retainer fee of \$25,000, subject to a prorata reduction to the extent that time charges at regular rates total less than \$25,000. Our rates are \$50 an hour for the time of a senior partner, \$40 an hour for a junior partner and \$25 an hour for an associate. Only in the event that total time charges on this matter exceed the retainer by 25 percent or more will we request the right - but without any present obligation to the client - to discuss possible additional compensation. We will send you a monthly statement of services rendered and out-of-pocket expenses incurred. Such expenses are always charged separately in addition to fees, and normally include transportation and minor expenses such as postage, telephone, stenography, duplicating materials, etc. Our first statement will be rendered early in December covering services performed in November.

Please let us know whether the above arrangement is agreeable to the Belgian Government. If you have any questions about the arrangement, please let us know.

Again, may I express our appreciation of your consideration of our firm in this matter. We look forward with pleasure to continuing to work together with you and the other representatives of the Belgian Government on this matter and we will do our best to assist you to attempt to achieve a successful outcome.

Sincerely yours,

COX, LANGFORD & BROWN

By 
Philip B. Brown

Mr. Charles Muller
Embassy of Belgium
3330 Garfield Street, N. W.
Washington, D. C. 20008

October 26, 1967

Dear Mr. Muller:

This letter is in response to your questions concerning the fee arrangements we would propose to the Belgian Government and Sabena Belgian World Airlines for the performance of services in connection with the forthcoming negotiations for amendment of the U. S.-Belgian Bilateral Air Transport Agreement.

We understand that the entire effort on behalf of the Belgian Government and Sabena will be coordinated through the Belgian Embassy and that the Embassy will know and approve in advance whatever steps are taken to promote the Belgian objectives. You have indicated that if arrangements are made along the lines outlined by you, our firm would be requested to become thoroughly familiar with the case, including certain briefs and economic data already prepared; suggest ideas as to substance and procedure; arrange and attend meetings with U. S. Government or other officials as necessary or appropriate to the handling of the case and to bear at least as great a responsibility in that connection as in the rendering of normal "legal" services; and to attend such meetings in Washington, New York, Brussels or elsewhere, including a possible mid-December meeting in Brussels, as the Belgian Government or Sabena might request.

As noted, we understand that the services we would be requested to render would not be limited to normal legal services, but would also include more wide ranging services of a "government relations" nature. If so, we believe the work which would be involved would be greater, for example,

than that required in the ordinary foreign air carrier permit case, and would probably be more comparable in time and, in a general sense, also in the type of services involved, to several tariff and trade matters we have handled in recent years. In those cases, in addition to normal legal services, we have assisted in preparation of detailed economic data and have arranged and attended numerous conferences at all relevant levels of the Executive Branch of the Government. In those cases, we have usually charged fees on a straight time basis. Although the time charges have varied from month to month, the total charge for a three- or four-month intensive effort has usually amounted to at least twenty-five or thirty thousand dollars.

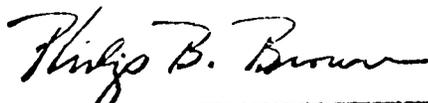
In the case at hand, we would be happy to undertake the services involved on either of two bases, as follows: 1) A straight time charge basis at rate of \$25 an hour for associates, \$40 an hour for junior partners and \$50 an hour for senior partners' time, with bills rendered monthly or at whatever other intervals the client requests, or, 2) a retainer fee of \$25,000, subject to a pro-rata reduction to the extent that time charges at regular rates total less than \$25,000. Only in the event that time charges exceed the retainer by 25 percent or more would we request the right - but without any present obligation to the client - to discuss possible additional compensation. Under this alternative, we would also provide whatever statements of services rendered and time charge records the client requests. Under either alternative, out-of-pocket expenses are always charged separately and are in addition to fees. Such expenses normally include transportation and minor expenses such as postage, telephone, stenography, duplicating materials, etc.

We appreciate your consideration of our firm in this matter. We have greatly enjoyed the professional relationships with the Belgian Embassy and the Belgian Government on many matters over many years and we look forward to

the possibility of working together on the air transport agreement problem. As always, we ask you to raise with us any question you may have about the arrangements proposed above and to discuss frankly with us any problem which may be involved.

Sincerely yours,

COX, LANGFORD & BROWN

By 
Philip B. Brown

Mr. Charles Muller
Embassy of Belgium
3330 Garfield Street, N. W.
Washington, D. C. 20008

PBB:ekr