

**Tobacco
Industry
Labor
Management
Committee**

RECEIVED JAN 17 1997

January 13, 1997

James D. Featherstonhaugh, Esq.
Featherstonhaugh, Conway, Wiley &
Clyne, LLP
99 Pine Street
Albany, NY 12207

Bakery, Confectionery
and Tobacco Workers
International Union

Dear Jim:

This letter Agreement, when executed, confirms that Featherstonhaugh, Conway, Wiley & Clyne, LLP, has been retained for calendar year 1997 to represent the Tobacco Industry Labor Management Committee ("The Committee") in connection with labor relations matters in the state, cities and counties of New York.

International
Association of
Machinists and
Aerospace Workers

Your responsibilities as labor relations consultant to The Committee include: representing The Committee before state and local labor organizations; advising The Committee of all labor matters of interest or potential interest; assisting in the development of an ongoing contact program between The Committee and state and local labor organizations; developing labor support for Committee positions, including but not limited to support for resolutions, testimony at public hearings, and communications programs among union members; assisting from time to time as needed on labor matters at the national level; attending Committee meetings; and, providing other labor-related services as mutually agreed.

International
Brotherhood of Firemen
and Oilers

Communication of your activities for The Committee will be directed to The Committee's Executive Director. The Executive Director is responsible for developing and coordinating labor relations programs in conjunction with The Committee's Washington, D.C., headquarters.

Sheet Metal Workers
International
Association

As compensation for your services, The Committee will pay you a fee of \$3,750.00 per month. This fee represents full payment for all services rendered including travel and other expenses within New York. In addition to this fee, The Committee will reimburse you on an actual cost basis for travel and other expenses incurred outside such area in connection with activity approved in advance by the Executive Director. The Committee shall have no other liability for fees or costs incurred by you.

United Brotherhood of
Carpenters and Joiners
of America

This fee will be paid upon receipt by the Executive Director of an invoice and activity report for the preceding month. Receipts and other appropriate documentation must be submitted for reimbursement of approved expenses.

The Tobacco Institute

P.O. Box 65311
Washington, DC 20035

TCAL0152624

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Federal tax law requires The Committee to keep track of its expenditures in connection with lobbying activities described in section 162(e) of the Internal Revenue Code. These expenditures include amounts paid to outside consultants and other service providers for services rendered to The Committee in connection with such activities. Accordingly in submitting your statements for services rendered, you will indicate the portion of your fees and any reimbursable expenses that are attributable to lobbying activities described in section 162(e). Attachments A and B to this letter include guidelines for providing the information needed by The Committee.


It is agreed that you will advise The Committee in advance of any other clients or business activity which could present a conflict of interest or appearance thereof. Any and all information provided to you by The Committee, whether orally or in writing, and any information generated by you in the course of providing services under this Agreement shall be held by you in strictest confidence and should not be revealed to any other persons, firms or organizations without the permission of The Committee. No aspect of the representation shall be discussed with any other persons, firms or organizations by you, or by your employees, agents or colleagues, without the permission of The Committee. Your obligation to maintain the confidentiality of information described in this paragraph will survive the termination of this Agreement.

It is the intention of the parties to this Agreement that the services rendered hereunder and the payments made therefor are not in any way contingent upon the defeat or enactment of any legislative, regulatory or administrative proposal.

This Agreement may be terminated for any reason by The Committee or by you with 30 days' notice to the other party. Modifications to this Agreement shall be effective only if in writing and signed by both parties. This Agreement sets forth the entire understanding of the parties with respect to the matters contained herein. This Agreement shall be governed by the laws of the District of Columbia.

If this Agreement meets with your approval, please sign in the space below and return the original of the entire letter to me. Please keep a copy of this letter for your records. The Committee is pleased to be associated with you, and is confident that this relationship will be mutually beneficial.

Sincerely,



Walter N. Woodson
Secretary-Treasurer

TCAL0152625

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Agreed by:


Signature

January 17, 1997
Date

James D. Featherstonhaugh
Typed Name

Please complete for Internal Revenue Service purposes:

Individual:

Social Security Number

OR

Firm:

14-1780968

Federal I.D. Number

WNW:mrg

Enclosures (2)

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