FORM OBD - 67
JAN 1977

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

OMB No. 43-R0216
Approval expires Oct. 31, 1981

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CRIMINAL DIVISION
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INTERNAL SECURITY
SECTION
REGISTRATION UNIT

EXHIBIT A

TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

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: Gray and Company
The Power House
3255 Grace Street, N.W.
Washington, D.C. 20007

2. Registration No.: 3301

3. Name of foreign principal: Thyssen Nordseewerke GMBH

4. Principal address of foreign principal: Postfach 149, 2970 Emden
Federal Republic of Germany

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
  - ☐ Committee
  - ☒ Corporation
  - ☐ Voluntary group
  - ☐ Association
  - ☐ Other (specify) _____
- ☐ Individual - State his nationality _____

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

a) Branch or agency represented by the registrant. Not applicable

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address Not applicable

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

It is Gray and Company's understanding that Thyssen Nordseewerke GMBH is a West German company involved in merchant shipbuilding, ship repairs, submarine design and construction, and maritime technology and machinery.

Thyssen Nordseewerke is part of the Thyssen Group, a privately-held West German company with four operating divisions: steel; specialty steel; capital goods; and trading and services. Thyssen Nordseewerke is a part of the capital goods and manufactured products division.

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.)

See question #8.

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.

Refer to question #9.

Date of Exhibit A	Name and Title	Signature
Feb. 5, 1982	Acct. Exec. Steven M. Worth	Steven M. Worth

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Form OBD-65
Rev. 4-27-77
(Formerly DJ-304)

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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
Gray and Company	Thyssen Nordseewerke GMBH

Check Appropriate Boxes:

1. [X] 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.

Gray and Company will be providing Thyssen Nordseewerke GMBH with public relations/public affairs counsel and services.

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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.

Gray and Company will represent Thyssen Nordseewerke GMBH before the executive branch and the Congress concerning certain technology Thyssen is interested in selling to the U.S. government.

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 [X] 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.

See question #5.

Date of Exhibit B	Name and Title	Signature
Feb. 5, 1982	Steven Worth Account Executive	Steven M. Worth

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.

GRAY AND COMPANY

January 5, 1981

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Mr. Rainer Wollmann
Thyssen Nordseewerke GMBH
Postfach 149
D-2970 Emden
Federal Republic of Germany

Dear Mr. Wollmann:

This letter will serve to define the agreement between Gray and Company (Gray) and Thyssen Nordseewerke (TNSW) in which Gray agrees to provide government relations services in support of the introduction of TNSW products to selected federal departments and/or agencies of the government.

In return for these services, TNSW agrees to pay Gray a mimimum monthly fee of $5,000 U.S. dollars which will be payable in advance on the first day of each month, beginning with January 1, 1982.

The fee for Gray's services will be accrued on an hourly basis for officers and staff, in accordance with the schedule of hourly rates appended hereto as Enclosure 1.

Actual out-of-pocket expenses which are subject to a ten percent (10%) handling charge will be added to these hourly charges on a monthly basis to determine total monthly charges. Any monthly charges in excess of the specified monthly mimimum will be promptly billed and declared payable on the next succeeding billing date.

Since Gray cannot independently verify factual material data supplied to it by TNSW, TNSW will indemnify and hold harmless Gray for any claims, loss, damage, or expenses resulting from Gray's use of such material data.

The agreement described herein will be assumed to have commenced on 1 January, 1982 with the understanding that either party, Gray or TNSW, has the right to terminate the agreement at any time upon 60 calendar days advance notice.

Please indicate your acceptance of the agreement by counter signing and returning the attached copy.

Thyssen Nordseewerke

Date:

Gray and Company

Date: 5 January 1982

Date: 6. Januar 1982

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