FORM OBD - 67
JAN 1977

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

[redacted] No. [redacted]R0216
Approval expires Oct. 31, 1981

EXHIBIT A

TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

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Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

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1. Name and address of registrant
Gray and Company
The Power House
Washington, D.C. 20007

2. Registration No.
3301

3. Name of foreign principal
Hambros Bank Limited
Sharps, Pixley Limited

4. Principal address of foreign principal
See attached sheet.

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: DOES NOT APPLY

a) Branch or agency represented by the registrant.

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

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7. If the foreign principal is a foreign political party, state: DOES NOT APPLY

a) Principal address

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

c) Principal aim

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
The principals are commercial banking institutions and dealers in precious metals.

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.)

DOES NOT APPLY

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.

The principals are publically held British corporations. Hambros Bank holds stock in Mocatto & Goldsmid, Limited, a precious metal dealer.

Date of Exhibit A	Name and Title	Signature
April 12, 1982	Ronna Freiberg Account Executive	Ronna Freiberg

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Form OBD-65
Rev. 4-27-77
(Formerly D3-304)

OMB
No. 43-R435
Approval Expires Oct. 31, 1981

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

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	Hambros Bank Limited Sharps, Pixley Limited

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 lobby Congress to attempt to secure passage of private legislation.

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FOREIGN AGENTS
SECTION

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

To lobby Congress on private legislation affecting the findings of the Chief Commissioner of the Court of Claims, as reported to the Speaker of the House of Representatives on March 18, 1980, that valid equitable claims exist against the United States as the result of certain unfair actions taken by the Treasury Department.

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 [X]

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
April 12, 1982	Ronna Freiberg Account Executive	Ronna Freiberg

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.

DOJ

GRAY AND COMPANY

GARY HYMEL
SENIOR VICE PRESIDENT

February 19, 1982

Mr. P. Brenan
Director
Hambros Bank Limited
41, Bishopsgate
London, EC2P 2AA
England

Mr. J. A. Spall
Managing Director
Sharps, Pixley Limited
10 Rood Lane
London EC3M 8BB
England

Gentlemen:

Please let this serve as our letter of agreement by which Gray and Company will provide Hambros Bank Limited (with respect to its interest in Mocatta & Goldsmid, Limited) and Sharps, Pixley & Company, Limited (the "Clients") with public relations/public affairs counsel and services, in connection with Congressional Reference Case No. 7-70, Mocatta & Goldsmid, Ltd., et al. v. United States.

The fee for Gray and Company services will be a monthly retainer of $5,000 plus the sum of hourly charges of officers and staff who participate on the account, to a maximum of $100,000. The monthly retainer is payable by the first day of each month. Any amount in excess of the retainer will be billed at the end of the month. We will remit our periodic invoices to Caplin & Drysdale, Chartered, your Washington, D. C., counsel, for payment. We understand that Caplin & Drysdale, Chartered will pay these invoices, offsetting fees previously collected by them from you.

Manpower charges are exclusive of out-of-pocket expenses to which a ten percent (10%) administrative handling fee will be added. Any invoice unremitted for a period of sixty (60) days will incur a carrying charge of two percent (2%) per month against the outstanding balance due.

This agreement will commence February 1, 1982. Either party has the right to terminate the agreement effective on or after June 30, 1982. Thirty (30) days advance written notice will be required for any such termination.

FOR AND ON BEHALF OF
HAMBROS BANK LTD.

N. Brenan.

(client)

Date: 22nd March 1982

GRAY AND COMPANY

Gary Hymel

Date: FEB 19 1982

(client)

Date:

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FOREIGN AGENTS REGISTRATION UNIT

NATIONAL PUBLIC RELATIONS PUBLIC AFFAIRS
THE POWER HOUSE
WASHINGTON, D.C. 20007
202 333 7400

GRAY AND COMPANY

GARY HYMEL
SENIOR VICE PRESIDENT

February 19, 1982

Mr. P. Brenan
Director
Hambros Bank Limited
41, Bishopsgate
London, EC2P 2AA
England

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GRAY AND COMPANY

Gary Hymel

Date: FEB 19 1982

(client)

Date:

J. A. Spall

(client)

Date: 19th March 1982

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NATIONAL PUBLIC RELATIONS PUBLIC AFFAIRS

THE POWER HOUSE
WASHINGTON, D.C. 2000?
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