FORM OBD - 67
JAN 1977

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

OMB 43-R0216
Approval expires Oct. 31, 1981

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: Martin Baker Aircraft Co., Ltd.

4. Principal address of foreign principal: Higher Denham
Middlesex (Nr. Uxbridge)
ENGLAND

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

b) Name and title of official with whom the registrant deals. Not Applicable

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

Martin Baker Aircraft is involved in the design/sale of aircraft ejection seats.

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.)

Ownership and control of Martin Baker Aircraft Co. Ltd. is with private individuals, all of whom are British subjects.

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.

Not applicable.

Date of Exhibit A	Name and Title	Signature
March 1, 1983	Martin B. Gold Vice President	

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

OMB
No. 43[illegible]435
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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.

REGISTRATION UNIT
SECTION
MAR 8 5 11 PM '83
DEPARTMENT OF JUSTICE

Name of Registrant	Name of Foreign Principal
Gray and Company	Martin Baker Aircraft Co., Ltd.

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 registrant will provide public relations/public affairs counsel and services, including but not limited to representations, reports, news releases and preparation of material by registrant on behalf of foreign principal. Agreement commences March 1, 1983.

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

Please see Question #4.
More specifically, registrant will arrange meetings on behalf of foreign principal with U.S. Government officials and Members of Congress and their staff to represent foreign principal's interests as well as participate in lobbying activities on behalf of their aircraft ejection seats to appropriate persons in conjunction with military appropriations legislation. Further, registrant will also prepare briefing materials, reports, and press releases when appropriate on behalf of Martin Baker Aircraft Co., Ltd.

X

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.

Please refer to Question 5 above.

Date of Exhibit B	Name	Signature
March 1, 1983	Martin B. Gold Vice President	

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

JAMES COURTNEY JENNINGS ESQ.

January 20, 1983

Mr. D. J. Burrell
Managing Director
Martin-Baker Aircraft Co., Ltd.
Higher Denham
Nr. Uxbridge, Middx.
England

Dear Mr. Burrell:

Please let this serve as our Letter of Agreement by which Gray and Company will provide Martin-Baker Aircraft Co., Ltd. with public relations/public affairs counsel and services.

The fee for Gray and Company services will be a monthly retainer of $2,500 payable in advance, plus the sum of the hourly charges of officers and staff who participate on the account. Manpower charges are exclusive of out-of-pocket expenses, which will be billed with a ten (10) percent markup. Any invoice unremitted for a period of sixty days will incur a carrying charge of two (2) percent per month.

Gray and Company cannot independently verify factual material supplied to it by Martin-Baker Aircraft Co., Ltd. or its agents and therefore Martin-Baker Aircraft Co., Ltd. will indemnify and hold harmless Gray and Company for any claim, loss, damage, or other legal liability arising from information submitted to Gray and Company by Martin-Baker Aircraft Co., Ltd. which forms the basis for any representations, reports, news releases or other material prepared by Gray and Company on behalf of Martin-Baker Aircraft Co., Ltd. or its agents.

This agreement will commence ~~February~~ March 1, 1983. Either party has the right to terminate the agreement after one year. Thirty (30) days advance written notice will be required for any such termination.

ACCEPTED:

D J Burrell

Mr. D. J. Burrell
Managing Director
Martin-Baker Aircraft Co., Ltd.

GRAY AND COMPANY:

James C. Jennings

Date: 20 January 1983

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

MARTIN-BAKER AIRCRAFT Co LTD
INCORPORATED IN ENGLAND - REG NO 868042
HIGHER DENHAM.
NEAR UXBRIDGE,
MIDDLESEX
UB9 5AJ

DIRECTORS
D. J. BURRELL, CBE, MA, Hon DSc, CEng, FRAeS
E. P. STEVENS, OBE
J. S. MARTIN, BAIBA
J. W. MARTIN, BAIMA

TELEPHONE
DENHAM (0895) 832214
TELEGRAPHIC ADDRESS
EJECTIONS UXBRIDGE
TELEX No 23617

DJB/EJD.

18th February, 1983.

Mr. J. C. Jennings,
Gray and Company,
The Power House,
Washington D.C. 20007,
U.S.A.

Dear Mr. Jennings,

I refer to our phone conversation, and enclose the Letter of Agreement dated January 20th 1983, which I have amended to commence March 1st 1983, and signed.

This letter also confirms our arrangement that expenditure in any month for hourly charges will be limited to 10,000 U.S. dollars: in the event that expenditure in excess of this amount is necessary, prior approval will be obtained by Gray and Company from Martin-Baker Aircraft Co. Ltd.

I am sending under separate cover a Data Package containing information about this Company.

Your initial brief is to 'undo' the legislation in the Continuing Amendment requiring the ejection seat for the F-18 to be U.S. manufactured.

We look forward to working with you.

Yours sincerely,

D. J. BURRELL.
Managing Director.