U.S. Department of Justice
Washington D.C. 20530

Amendment to Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0004

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney Genreral transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

1. Name of Registrant	2. Registration No.
Daniel J. Edelman, Inc.	3634

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for _____

☐ To give a 10-day notice of a change in information as required by Section 2(b) of the Act.

☐ Other purpose *(specify)* _____

☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-

British Airways Contract

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

Exhibit B filed on behalf of British Airways is amended to include the fully executed Contract with the foreign principal (attached).

RECEIVED
DEPT. OF JUSTICE
CRIMINAL DIVISION
'96 FEB 15 P3:36
INTERNAL SECURITY
SECTION
REGISTRATION UNIT

The undersigned swear(s) or affirm(s) that he has *(they have)* read the information set forth in this amendment and that he is *(they are)* familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his *(their)* knowledge and belief.

(All copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Subscribed and sworn to before me at Washington, D.C.

this 8th day of February ,19 96

Isidora Denise Barnes
(Notary or other officer)

My Commission Expires September 30, 1997

My commission expires _____

*U.S. GPO: 1991-300-811/49217

DANIEL J. EDELMAN, INC.

1500 Broadway
New York, New York 10036-4015
Phone (212) 768-0550
Fax (212) 704-0128

Public Relations Worldwide
EDELMAN

R. Bask
$5400
4/24/93
Sgn

April 14, 1993

Mr. Sandy Gardiner
Senior Vice President
British Airways
75-20 Astoria Blvd.
Jackson Heights, NY 11370

Dear Sandy:

This letter, when signed by you, will constitute our agreement to serve as public relations counsel for British Airways (BA). The term of this agreement shall be from March 1, 1993 until March 1, 1994. Each party can terminate this agreement for any reason upon 30 days written notice.

You agree to pay our fees for professional services which will be charged according to our standard hourly rate for executive and staff time (a schedule of our rates is enclosed). These time charges will be submitted for the members of our New York and Washington offices.

British Airways is responsible for reimbursing Edelman for all expenses incurred on your behalf, including standard administrative/operating costs and production costs such as phone, fax, messenger, travel and printing, subject to a standard agency service charge of 17.65%, with the exception of any vendors' invoices which may be submitted directly to British Airways. Any expense item over $500 must receive your prior authorization.

As outlined in various memoranda and discussions, we will plan, design and implement a comprehensive public relations program for BA, including but not limited to compilation and analysis of constituent audiences, organizing team briefings and work assignments, developing briefing materials and backgrounder documents, media strategy and monitoring and production of information kits, all designed in furtherance of BA's goals with respect to the US Air transaction.

We will submit our invoice for professional fees and expenses at the end of each month. All invoices for fees and disbursements are due and to be paid within thirty days after the date of the invoice.

You agree to indemnify and save us harmless from and against all liability, including all actions, claims, damages, costs and attorney's fees, which we may incur (or to which we may be a part), arising out of actions taken or statements made by us at your specific express direction.

We agree to indemnify and save you harmless from and against all liability, including all actions, claims, damages, costs and attorneys' fees, which you may incur (or to which you may be a party) resulting from negligence on our part.

We agree to keep strictly confidential all information and material so designated by you and to limit access to such information and materials to those with a need to know. We agree that all information supplied by BA to us is proprietary information belonging to BA and we agree to return any such information to BA immediately upon request.

It is agreed that any dispute arising out of this agreement or by actions of either party hereto in implementing this agreement will be settled by arbitration according to the rules of the American Arbitration Association.

During the period of this agreement and for one year after its termination neither you nor we will, without the consent of the other, engage as an employee (either directly or indirectly) any person who is employed or has been employed within the last six months by the other.

Please sign both copies of this letter, retaining one copy for you files and returning the other to us.

Sincerely,

Michael Morley
Deputy Chairman

4. 14. 93
Date

For: DANIEL J. EDELMAN, INC.

AGREED AND ACCEPTED

Gardner

4-15-93
Date

For: BRITISH AIRWAYS