U.S. Department o. .ce
Washington, DC 20530

Exhibit A
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1105-0003

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials 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, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

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

Barbour Griffith & Rogers, Inc.
1275 Pennsylvania Ave., NW, 10th Floor
Washington, D.C. 20004

2. Registration No.
5430

3. Name of foreign principal

Antonov Aircraft Corporation

4. Principal address of foreign principal

1100 Lee Wagener Boulevard #208
FLL International Airport
Ft. Lauderdale, FL 33315

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5. Indicate whether your foreign principal is one of the following:

- ☐ 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 nationality _____

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

a) Branch or agency represented by the registrant.
N/A

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

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

a) Principal address.
N/A

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

c) Principal aim.
N/A

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

Antonov Aircraft Corporation is a U.S. corporation engaged in the business of refurbishing retired commercial airliners in the U.S. for use in commercial/civil aviation markets in foreign countries.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐	No ☑
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 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 must be used.)*

Some activities that both Principal and Registrant anticipate engaging in will involve direction by and coordination with Ukrainian government entities and officials which will be a benefit to both the Principal and the foreign government.

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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.

Mr. Vadim Nestscheret
CEO, Antonov Aircraft Corporation
1100 Lee Wagener Blvd. #208
FLL International Airport
Ft. Lauderdale, FL 33315

Date of Exhibit A	Name and Title	Signature
11/13/2003	G.O. Griffith, Jr. Chief Operating Officer	

OMB NO. 1105-0007

U.S. Department of Justice
Washington, DC 20530

Exhibit B

To Registration Statement
Pursuant to 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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials 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, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 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, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Barbour Griffith & Rogers, Inc. 1275 Pennsylvania Ave., NW, 10th Floor Washington, D.C. 20004	5430

3. Name of Foreign Principal

Antonov Aircraft Corporation

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Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the 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 expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The nature and method of performance of the contract between the Registrant and Principal will include arranging meetings with Executive and Legislative Branch officials and advising the Principal on the interplay between Executive and Legislative Branches in the formulation of U.S. foreign policy.

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

1. Enhance U.S. - Ukrainian commercial and cultural relations.

2. Develop a better understanding among U.S. officials of Ukrainian domestic and economic issues.

3. Build support for firmer ties between Ukraine and the U.S.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

1. Arrange meetings between Principal officers and staff and policymakers in the Executive and Legislative branches.

2. Possibly arrange meetings between Ukrainian officials and policymakers in the Executive and Legislative branches.

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Date of Exhibit B	Name and Title	Signature
11/13/2003	G.O. Griffith, Jr. Chief Operating Officer	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any 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.

BARBOUR GRIFFITH & ROGERS, INC.

July 21, 2003

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Mr. Vadim Nestscheret
CEO, Antonov Aircraft Corporation
1100 Lee Wagener Blvd. #208
FLL International Airport
Fort Lauderdale, FL 33315

VIA FACSIMILE: 954.359.9810

Dear Vadim:

This letter will serve to confirm the agreement for representation and consulting services to be provided by Barbour Griffith & Rogers, Inc. (BG&R) to the Antonov Aircraft Corporation for the company's relations and business activities in the United States.

Parties: This agreement is made July 21, 2003, between Barbour Griffith & Rogers, Inc. (BG&R) and Antonov Aircraft Corporation (Antonov).

BG&R Team: All resources of our firm will be available to you as we undertake this work on your behalf. However, we have designated a team of professionals who will concentrate on your work. I will lead the BG&R team and will also draw upon the skills and experience of our Vice President, Loren Monroe, our Senior Counsel and Director of Federal Affairs, Dan Murphy and Associate, Greg Stevens.

Fees, Terms & Expenses: In consideration for the services provided by BG&R, Antonov agrees to pay BG&R a fee of US$60,000 per month, beginning August 1, 2003, and ending July 31, 2004. This monthly fee will be payable in quarterly installments of US$180,000. Both parties recognize that the nature of this agreement will require periodic review of the monthly retainer to reflect changes in conditions and circumstances. Such changes shall take effect upon the mutual consent of both parties.

Additionally, Antonov agrees to pay all necessary and reasonable business expenses related to this work subject to the following provisions:

- *Administrative Expenses – Capped at US$4,000 monthly*: BG&R will bill incidental expenses to Antonov. These expenses will include long-distance telephone costs, photocopying, internet services, fax printing, meals and local transportation. These costs will be capped at US$4,000 per month. Should BG&R reach its monthly allotment, we will seek approval from you to exceed the agreed upon allowance.

- *Travel & Entertainment Expenses – Pre-approved by written consent*: All travel and entertainment expenses will be pre-approved by Antonov.

TENTH FLOOR
1275 PENNSYLVANIA AVENUE NW
WASHINGTON, DC 20004
TEL (202)333.4936 • FAX (202)833.9392
WWW.BGRDC.COM

- *Supplemental Program Costs – Pre-approved on a project basis*: BG&R may submit plans to Antonov for supplementary activities, such as survey research, intelligence and investigatory projects, media production and buying, auditing and litigation costs. Once approved by Antonov, these activities would be subcontracted by BG&R and the cost would be added to the monthly invoice for expenses for the months in which these services are engaged.

Invoicing: Professional fees and expenses are invoiced separately:

1. Professional Fees: BG&R will invoice Antonov in advance on the first-day of each three-month quarter for professional fees, starting August 1, 2003.

2. Expenses: BG&R will invoice Antonov on the last day of each month for expenses incurred during the month prior, starting August 31, 2003.

Regardless of the ultimate duration of the Agreement, all invoices generated from the terms and between the two parties to this agreement are payable in-full and promptly upon receipt and shall be paid directly to BG&R.

Termination: Either BG&R or Antonov will be able to terminate this agreement for any reason upon sixty (60) days written notice, with no further obligation, other than to pay such fees and expenses that have accrued up to and through the 60-day notice period.

Renewal & Extension: This contract can be renewed and extended upon notice by either party to the other and upon agreement of both, beyond the set termination date for either a set period of time or a month-to-month basis commencing on the first day following the previous contractual termination date. Terms and the work-plan will remain materially and substantially the same as before, unless otherwise agreed to by the parties in writing.

Confidentiality: BG&R recognizes that in the course of our representation, we could become aware of information, practices or policies, which you wish kept confidential. BG&R agrees to maintain that confidentiality and will not disclose to any outside party the information either during the period of a contract or afterwards, to the extent permitted by law.

Entire Understanding: This Agreement (and any attachments) contains the entire understanding between the parties. Amendment, modification or waiver of this agreement may be accomplished with a written instrument signed by both parties.

Please sign both copies of this agreement and return one to us. We are looking forward to a long and productive relationship with Antonov and we are eager to start working on your behalf.

Barbour Griffith & Rogers, Inc.

By: _____
Lanny Griffith
Chief Operating Officer

Date: 7-2-2003

Antonov Aircraft Corporation

By: _____
Vadim Nestscheret
Chief Executive Officer

Date: 07.21.03

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