

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 Public Communications International, Inc. The Power House - 3255 Grace Street, N.W. Washington, D.C. 20007		2. Registration No. 3301
3. Name of foreign principal INTELSAT	4. Principal address of foreign principal 490 L'Enfant Plaza, S.W. Washington, DC 20024	

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

- Foreign government
- Foreign political party
- ~~Foreign~~ ~~domestic~~ organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) International organization
- 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.
- c) Principal aim Not Applicable

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

An international organization, comprised of 108 countries including the U.S.,
for the purpose of organizing a system of international telecommunications for
the signatory countries.

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

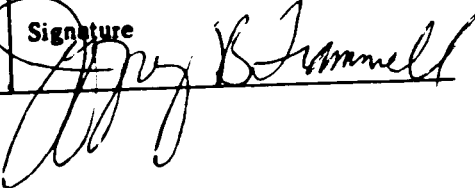
9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

INTELSAT is an international organization consisting of 108 member countries which are "Parties" to the Intergovernmental "Agreement Relating to the International Telecommunications Satellite Organizations," which established the global satellite system. INTELSAT is also a non-profit cooperative jointly owned by the 108 entities which are "Signatories" to the Operating Agreement. Each signatory's investment in the INTELSAT system is proportional to its use. A signatory may be a party or a telecommunications entity designated by a party which has signed the Operating Agreement.

INTELSAT has the following organs: (1) the Assembly of Parties; (2) the Meeting of Signatories; (3) the Board of Governors; and (4) an executive organ. Policy and management decisions are divided among those four (4) organs.

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.

See Question 9

Date of Exhibit A	Name and Title	Signature
January 17, 1984	Jeffrey B. Trammell Vice President	

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
Gray and Company Public
Communications International, Inc.

Name of Foreign Principal
INTELSAT

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.

Gray and Company will provide Washington-based public relations counsel and services to Intelsat as described in #5 on reverse side. Contract written for one year term, cancellable by 60 days advance written notice at monthly retainer of \$2,500 plus \$7,500 staff services, beginning 1/1/84. Staff services exceeding \$7,500 per month shall be billed at normal hourly rates.

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

On behalf of Intelsat, Gray and Company will prepare background information papers, set interviews, conduct Editorial Board briefings, write and disseminate press releases, place media calls as appropriate, and lobby the Congress and Administration officials/staff against the authorization of competing private satellite systems.

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.

See #5/Exhibit B.

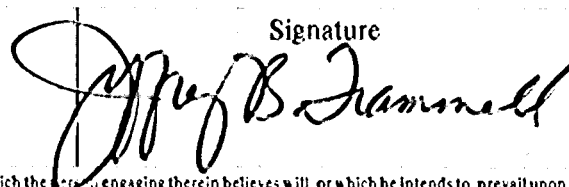
Date of Exhibit B

January 17, 1984

Name and Title

Jeffrey B. Trammell

Signature



¹Political activity as defined in Section 1(o) of the Act means the dissemination, 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 public 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.
EXECUTIVE VICE PRESIDENT

January 9, 1984

Mr. Jose Alegrett
Director of External Relations
INTELSAT
490 L'Enfant Plaza, S.W.
Washington, D.C. 20024

Dear Mr. Alegrett:

Please let this serve as our letter of agreement by which Gray and Company will provide INTELSAT with public relations/public affairs counsel and services.

The fee for Gray and Company services will be a monthly retainer of \$2,500.00 plus \$7,500.00 in staff time for Washington based public relations services. Gray and Company will discount the amount of \$120,000.00 by 15% for an immediate payment of \$102,000.00. Manpower charges are exclusive of out-of-pocket expenses, which will be billed with a ten percent (10%) markup. Any invoice unremitted for a period of sixty (60) days will incur a carrying charge of 2% per month.

Gray and Company cannot independently verify factual material supplied to it by INTELSAT or its surrogates and therefore INTELSAT will indemnify and hold harmless Gray and Company for any claim, loss, damage, expense or other legal liability based upon information, representation, reports, news releases or other material produced by the Company for INTELSAT's use.

INTELSAT shall have the option of modifying those responsibilities given Gray and Company from the commencement of the relationship so as to include additional responsibilities. Specifically, INTELSAT may ask Gray and Company to assume full responsibility relating to the media or lobbying. At such time additional fees will be decided.

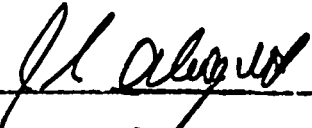
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This agreement will commence January 1, 1984 and will extend for a period of one year after compliance with the sixty (60) days' advance written notice requirement.


ACCEPTED:

GRAY AND COMPANY

BY:


Jose L. Alegrett
INTELSAT

BY:


James C. Jennings

Date:

9 January 84

