

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	Electronic Industries Association of Japan

Check Appropriate Boxes:

- 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.
- 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.
- 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.

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OCT 27 1977
FEDERAL BUREAU OF INVESTIGATION
REGISTRATION UNIT

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

Gray and Company will be providing Electronic Industries Association of Japan with the collection of documents and other materials necessary in performing our monitoring duties on behalf of the foreign principal. In addition, monitoring and reporting on legislative and administrative developments in the Executive Branch of government, and on some occasions, the Congress, will be conducted. Foreign principal will be advised as to strategies for influencing public opinion in the United States and attempts will be made to identify allied groups with amalgamous interests.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.
Please refer to Question #4/Exhibit B

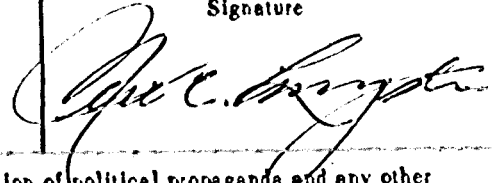
6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?^{1/} Yes No

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 question #4/Exhibit B.

June 17, 1988 Exhibit B

Neil Inavindale
Senior Vice President

Signature



^{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.

Assignment # 128-805



GRAY AND COMPANY

ROBERT KEITH GRAY
CHAIRMAN

RECEIVED
CRIMINAL DIVISION
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INTERNAL SECURITY
SECTION
REGISTRATION UNIT

May 27, 1983

Mr. Toshio Takai
Executive Vice President
Electronic Industries Association of Japan
2, 2 Marunouchi
3-Chrome, Chiyoda-ku
Tokyo, JAPAN

Dear Mr. Takai:

Please find attached our program which we will implement on behalf of the Electronic Industries Association of Japan under the terms of our contract. I have also enclosed three copies of the contract which we worked out with Mr. Tsukamoto. I would appreciate it if you would sign all three copies and return two to me.

I want you to know how much we look forward to working with you, and I hope to have an opportunity to meet you sometime in the near future. Best wishes.

Sincerely,



May 27, 1983

Mr. Toshio Takai
Executive Vice President
Electronic Industries Association of Japan
2, 2 Marunouchi
3-Chrome, Chiyoda-ku
Tokyo, JAPAN

Dear Mr. Takai:

Please accept this letter as our Letter of Agreement, by which Gray and Company will provide the Electronics Industries Association of Japan (EIAJ) with public relations/public affairs counsel and services.

The fee for Gray and Company services will accrue on an hourly basis for officers and staff. These hourly charges will be assessed against a monthly minimum of \$10,000.00 which is payable in three equal payments on July 1, 1983, October 1, 1983, and January 1, 1984. The monthly charges will not exceed \$10,000.00 without the consent of the EIAJ.

Gray and Company will also complete a study to identify potential allies of the EIAJ for which it will be paid \$12,000.00 in two equal payments on July 1, 1983, and October 1, 1983.

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

Gray and Company cannot independently verify factual material supplied to it by the EIAJ or its surrogates, and therefore the EIAJ will indemnify and hold harmless Gray and Company for any claim, loss,

May 27, 1983
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damage, expense or other legal liability based upon information, representatives, reports, news releases or other material prepared by Gray and Company on behalf of the EIAJ or its agents.

This agreement will become effective on June 1, 1983, and continue until April 1, 1984.

GRAY AND COMPANY

Toshio Takai
Executive Vice President
Electronic Industries
Association of Japan

Robert K. Gray
Chairman

Date: _____

Date: _____