

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. 3255 Grace Street, N.W., Washington, D.C. 20007	2. Registration No. 3301
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3. Name of foreign principal Embassy of Japan	4. Principal address of foreign principal 2520 Massachusetts Ave., N.W. Washington, D.C. 20008
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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. Embassy of Japan
- b) Name and title of official with whom registrant deals. Mr. Makoto Watanabe  
Minister

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

- a) Principal address Not Applicable.
- b) Name and title of official with whom the registrant deals.
- 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  
Not Applicable.

b) Is this foreign principal

Not Applicable.

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.)

Not Applicable.

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 June 4, 1984	Name and Title Charles S. Crawford, III Executive Vice President	Signature 
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**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 Public Communications International, Inc.	Embassy of Japan

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 Public Communications International has agreed to provide the Embassy of Japan with four (4) documents, analysing trends in the United States on public opinion in 1984, and the implications of those trends on U.S.-Japanese relations.

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 on the reverse side.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
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.

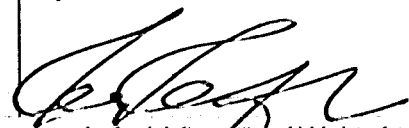
Date of Exhibit B

June 4, 1984

Name and Title

Charles S. Crawford, III  
Executive Vice President

✓  
Signature



<sup>1</sup>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 any other way influence any agency or official of the Government of the United States or any section of the Government of 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 the Government of a foreign country or a foreign political party.

Agreement

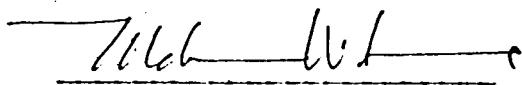
The Embassy of Japan, located at 2520 Massachusetts Ave. N.W., Washington, D.C. 20008, (hereinafter the "Embassy") and Gray and Company, located at The Power House, Washington, D.C. 20007, (hereinafter, "Gray") hereby agree as follows:

1. Gray agrees to provide the Embassy with four separate documents on topics of the Embassy's choosing which will analyze trends in the United States public opinion in 1984 and the implications of those trends on U.S.-Japan relations.
2. For its services, Gray will receive a total of \$50,000 (Fifty thousand) from the Embassy, which will be payable in four installments as follows:

March 31, 1984.....	\$15,000
July 1, 1984.....	\$15,000
September 1, 1984.....	\$10,000
December 1, 1984.....	\$10,000

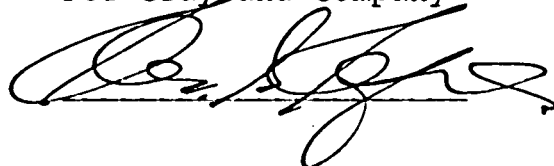
3. It is understood that Gray will not be asked to represent the Embassy, nor will it be authorized to represent the Embassy in any way before Congress, the Executive Branch of the U.S. Government, or the Press. Gray's responsibilities will be solely monitoring and analytical in nature.
4. Gray is required by U.S. statutes to inform the U.S. Justice Department of this agreement. Therefore, the Embassy authorizes Gray to provide all information to the U.S. Justice Department which is necessary for strict compliance with the laws of the United States.
5. This agreement will come into force upon signing by both parties. It will terminate upon completion of all services and payments of all monies owed to Gray. It is not cancellable prior to December 31, 1984.

For Embassy of Japan



Makoto Watanabe  
Minister

For Gray and Company



Date: \_\_\_\_\_